



BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 125/25 MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028

TENDER NUMBER: **B/SM 125/25**
DESCRIPTION: **MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028**

CLOSING DATE: **21 July 2025**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**

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

INFORMATION:

Tender Specifications: Mkuseli Lwana at 021 8088302: **e-mail:** Mkuseli.Lwana@ Stellenbosch.gov.za
SCM Requirements: Jeanette Williams at: 021 8088524 **e-mail:** Jeanette.Williams@ Stellenbosch.gov.za
Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on **02 July 2025 at 10:00**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Mercia Davidse mercia.davidse@stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior (**30 June 2025 at 10:00**) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with “**B/SM 125/25 MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level of contribution	<u>20</u>
Total points for Price & B-BBEE	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 444.00 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 125/25 ONDERHOUD VAN MV SKAKELTOERUSTING, TRANSFORMATOR EN MINI-SUBSTASIE EN OPLEIDING BINNE DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) SOOS EN WANNEER NODIG, VIR 'N KONTRAKTYDPERK TOT 30 JUNIE 2028

TENDER NOMMER: **B/SM 125/25**

BESKRYWING: **ONDERHOUD VAN MV SKAKELTOERUSTING, TRANSFORMATOR EN MINI-SUBSTASIE EN OPLEIDING BINNE DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) SOOS EN WANNEER NODIG, VIR 'N KONTRAKTYDPERK TOT 30 JUNIE 2028**

SLUITINGSdatum: **21 Julie 2025**

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

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

NAVRAE:

Tender spesifikasies: Mkuseli Lwana by 021 8088302: e-pos: Mkuseli.Lwana@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams by 021 8088588: e-pos: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **02 Julie 2025 om 10:00**. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tendersaars moet toesien dat hulle die "App" aflaai en Mercia Davidse mercia.davidse@stellenbosch.gov.za minstens 48 uur (**30 Junie 2025 om 10:00**) voor die vergadering van die nodige kotakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseelde tenders duidelik gemerk: **"BSM 125/25 ONDERHOUD VAN MV SKAKELTOERUSTING, TRANSFORMATOR EN MINI-SUBSTASIE EN OPLEIDING BINNE DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) SOOS EN WANNEER NODIG, VIR 'N KONTRAKTYDPERK TOT 30 JUNIE 2028"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	20
Totale punte vir prys en B-BSEB	100

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R444.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 125/25

**MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI
SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA
(WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30
JUNE 2028**

PROCUREMENT DOCUMENT

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT) <i>(refer to page 94):</i>		
BBBEE LEVEL		
CLAIM POINTS FOR	LOCALITY	N/A

DATE: June 2025

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mkuseli Lwana
**Manager: Operations &
Maintenance**
Tel. Number: **021 808 8302**



1. ENDER NOTICE & INVITATION TO TENDER

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

Prys	80
BBSEB status	20
Totale punte vir prys en B-BSEB	100



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en KIOR spesiale voorwaardes vir die tender;
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3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 125/25	CLOSING DATE:	21 July 2025	CLOSING TIME:	12:00
DESCRIPTION	MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX(MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. NAME AND SURNAME OF RESPONSIBLE PERSON					
8. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mkuseli Lwana	
CONTACT PERSON	Jeanette Williams		TELEPHONE NUMBER	021 808 8302	
TELEPHONE NUMBER	021 808 8524		E-MAIL ADDRESS	Mkuseli.Lwana@ Stellenbosch.gov.za	
E-MAIL ADDRESS	Jeanette.Williams@ Stellenbosch.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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:

.....

NAME AND SURNAME

.....

DATE

.....



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



2. CHECKLIST

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

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



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

- 2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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



OR

3. PARTNERSHIP

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

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

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

OR

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



-
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
 - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's



competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents



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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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



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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity



- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer



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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure



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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the



prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for preference
- 3) Add the points scored for price and preference

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

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

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

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

Where:

- P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration; and
 P_{min} = Price of lowest acceptable tender or offer.

- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :



-
- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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

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



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

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

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

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

Where:

- P_s* = Points scored for price of bid under consideration;
P_t = Price of bid under consideration; and
P_{min} = Price of lowest acceptable bid.

- 6) (a)(i) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
- (ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (iii) Promotion of enterprises located in the municipal area (WCO24)
- 7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and



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

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

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

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

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution must be added to the points scored for price as calculated
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are



not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract



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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

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

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



7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



8. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



9. MBD 4 – DECLARATION OF INTEREST

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

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

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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



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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2024/2025

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and BBEE (must not exceed 100)	100

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

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

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



2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

4.3 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

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

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

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

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

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

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



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

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

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

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



6. BID DECLARATION

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

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**.

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Business Address -

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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



Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"



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

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ (DD/MM/YYYY), the Revenue was R10,000,000.00 (Ten Million Rands) or less **NB!**
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the



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prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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

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

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

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



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

5. CERTIFICATION

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

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

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



13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



16. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



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PART B – SPECIFICATIONS AND PRICING SCHEDULE

17. SPECIFICATIONS

MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028.

1. Introduction

This tender provides for the appointment of suitable service providers for the Maintenance of switchgear, Transformer & Mini Substation of the medium voltage equipment of the Stellenbosch municipal electrical networks.

2. Background

As part of the Department's on-going preventative maintenance and refurbishment programmes it is necessary to regularly test and repair the various medium voltage equipment. The purpose is to try and prevent unnecessary power interruptions and to be able to plan for timeous repairs and replacement as and when necessary. This is to ensure that the network comply with the relevant regulations and standards and to accommodate the growing demand of electricity and to improve network stability and quality of the electrical service.

3. Scope

- 3.1** The successful Contractor will be required to perform their duties within the WC024 municipal areas as defined, this includes the Stellenbosch and Dwars-river (Franschhoek, Pniel) areas. The work covered by this tender will primarily take place in the Electricity Distribution Area. The Employer's objectives are as follows:
- 3.2** Perform mandatory maintenance on medium voltage switchgear, transformers, and mini substations.
- 3.3** Provide on-the-job training to existing staff (Artisans, Technicians and technologists) on switchgear, transformer, and mini substation maintenance.
- 3.4** Produce training manuals for various types of switchgear and for the maintenance and repair of transformers, for future reference and training of new staff where applicable. The contractor must adhere to the Original Equipment Manufacturer's Operating and Maintenance Manuals whenever the task lists do not provide specific instructions.
- 3.5** All work performed within the context of this tender shall be performed with the informed consent of the Stellenbosch Municipality Representative.
- 3.6** All maintenance materials and spares as per pricing schedule, unless otherwise indicated by the Stellenbosch Municipality Representative, shall be supplied by the Contractor.
- 3.7** All work performed within the context of this tender shall be compliant with the relevant Health and Safety Legislation.
- 3.8** All disposals shall be done in accordance with the National Environmental Management Act, safe disposal certificates shall be submitted for each purchase order to the Stellenbosch Municipality Representative.



4. Clarification meeting

The Compulsory Clarification meeting will be held via the Microsoft Teams App.

Tenderers must ensure to download the App and give the relevant Official at Supply Chain Management the necessary contact details (email address and cell phone number) at least 48 hours prior to the meeting to enable the Officials to set up a virtual meeting. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant and will not be considered for evaluation,

The Tenderer must be represented at the briefing meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Should a Tenderer or his/her representative not attend the briefing meeting, his/her tender offer will be regarded as non-compliant and will not be considered for evaluation,

5. Special conditions of tender

5.1 Stellenbosch Municipality does not bind itself to accept the lowest or any tender.

5.2 All other supporting documentation of the tender must be attached at the back of this document. All relevant details of proposed method of executing and specifications of equipment and materials offered must be included in the tender document.

5.3 This tender document must not be dismembered (Do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.

5.4 Please note that a PDF format of the completed tender offer and excel price list may be submitted with the tender document on a suitable USB flash drive with the returnable documents. However, the hard copy tender document must include all the returnable and supporting documents. Only the pricing in the printed tender document will be accepted for evaluation.

5.5 The Municipality reserves the right to adjust the quantities of work specified in this tender subject to the budget availability for the duration of this tender.

5.6 The projects and maintenance are not definite but is subject to the funds being available. Further, work shall only be carried out on instruction on an as and when required basis as requested by the duly authorized municipal representative (Electrical Services).

5.7 Insurance of contract risk

The successful Tenderer shall submit proof of adequate insurance with a minimum of R5 million for the duration of the contract for accidents, emergencies which may result for this works when the contract is awarded.

6. Unbundling of Municipal Infrastructure Assets

As part of the project close-out, the Tenderer must also unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project.

The unbundling or componentization of the Property, Plant and Equipment (PPE) assets are required to be updated on the Fixed Asset Register (FAR) for effective asset maintenance and provision of services. The FAR will annually be updated for all assets and components. All new assets to be recorded on the FAR would therefore have to be unbundled into its constituent components and all components be recorded on the FAR under the parent asset. The unbundling of primary assets into secondary components will be to a level that is sufficient for GRAP 17 compliance. Generally, the componentization of the PPE assets will be based on the component value, type of component (civil, electrical & mechanical) as well as anticipated lifespan of the component.

The unbundling of projects may only commence once the project is complete, all cost is known, including retention fees, and the following documents are available:

- Final bill of quantities.
- As built plans and drawings.
- Completion and hand over certificates, and
- Final payment certificate.
- All capital expenditure per project or per capital suspense must be verified to ensure that the total expenditure on a project is included, that is professional fees, actual cost, retention fees and all other relevant expenditure.

Once the final cost is determined, then the unbundling of the project commences. The total project cost should be broken down to a component level.

The following information should be provided for each component of the capital asset once the project has been unbundled:

- Asset description,
- Original cost,
- Capital suspense account,
- WIP Asset code,
- Expected useful life,
- Acquisition date (Equal to the date of last expenditure, except retention),
- Start depreciation date,
- Asset Class as per Asset hierarchy

All unbundled capital assets must be captured spatially by geo referencing it in ESRI or Arc-map or a compatible spatial program.

In doing so the replaced or upgraded capital assets must be identified.

When a replacement or upgrade is identified, the following information must be provided, the asset code, the portion in units that is replaced or in the case of a complete replacement an indication to this extent.

The GIS layer for as-built plans must be updated independently for the capital asset register layer. All information must be made available in electronic format to the Asset and IT section.

The generic components per asset type for ELECTRICITY is listed below, however additional/ special components would also have to be considered when unbundling assets.

ELECTRICITY	USEFUL LIFE IN YEARS		
	MIN	-	MAX
Cooling towers	25	-	30
Mains	15	-	20
Meters			
Prepaid	10	-	20
Credit	20	-	25
Power stations			
Coal	50	-	60
Gas	50	-	60
Hydro	50	-	60
Nuclear	50	-	60
Supply/reticulation	15	-	25
Transformers	25	-	50
Lines			
Underground	25	-	45
Overhead	20	-	30
Cables	25	-	45
Substations			
Switchgear	20	-	30
Equipment			
Outdoor	20	-	30
GIS	15	-	30
Indoor	30	-	40
Electrical panels	3	-	5
Telemetry	7	-	15



7. Area of Works

The area of works shall be the complete municipal electrical network within the WC024 municipal areas as defined, this includes the Stellenbosch and Dwars-river (Franschhoek, Pniel) areas.

8. Performance

This contract will be dependent on performance. Should the Tenderer not perform all duties in a professional, timeous, and cost-effective manner, non-performance will result in termination. Due to the specialized nature of the works, Tenderers are advised to complete the price Schedule in its entirety. Tenderers who complete only portions of the Schedule will not be considered and therefore deemed non-responsive.

Due to the specialized nature of the contract tenders shall have all the equipment on the Schedule of Equipment attached. Tenders who do not meet this requirement will not be considered. Proof of ownership of the said equipment shall be submitted with the tender document on the date and time of submission as per the tender Advert. Should special equipment have to be hired, all the relevant details of the supplier must be included in the tender.

9. Hours of Service

The Tenderer shall ensure that the personnel declared in this tender is available five days a week, Monday to Friday, excluding public holidays that fall on these days. Normal Working hours shall be from 8:00 to 16:30 Monday to Friday.

The Tenderer may be required to perform work on weekends or public holiday. If work is required on a weekend and/or Public Holiday, the prescribed rates will apply and will only be honoured if a written instruction by a duly authorized representative (Electrical Services) was given.

No work is to be performed on a Saturday, Sunday and/or Public Holiday without the written instruction by a duly authorized municipal representative (Electrical Services).

The Tenderer's team shall be available immediately when called by the duly authorized municipal representative (Electrical Services).

Under emergency conditions the Tenderer and the Municipality, shall ensure attendance / come to site on a call-out within 3 hours on receipt of the call. Otherwise should there be no need to come to site as determined by the duly authorized municipal representative (Electrical Services), the issue will be resolved telephonically/remotely.

10. Response time

The Tenderer shall be expected to comply with the prescribed response time when called by the duly authorized municipal representative (Electrical Services) as stipulated in clause 5.9.

11. Evaluation of tender

All tenders received will be assessed in terms of the specification and the requirements of this tender document as well as the Supply Chain Management Regulations, and the Stellenbosch Municipality Supply Chain Management Policy and if found to be non-complaint will not be evaluated.

12. Key personnel

The tenderer shall have the following key personnel in its permanent employment at the close of tender (provide proof/agreement if outsourced).



- 1 x Supervisor/Project Leader
- 3 x Artisan or 3 Technicians
- Maintenance Assistants

12.1 Maintenance Crews

A single maintenance crew, whilst on duty, shall consist of the following:

- Artisan or Technician that is suitably trained.
- One or more Maintenance assistants to assist the Artisan or Technician in his/her duties.
- Equipped vehicle and/or trailer with calibrated tools as defined and listed in the specification of this contract.

The activities under this contract shall be overseen and supervised by a project leader/supervisor who shall have in depth knowledge of medium voltage switchgear and transformer maintenance and operations

12.2 Training of Staff

All staff in the tenderer's employment, for example Supervisors/Project Leader, Artisan or Technician excluding Artisan/Technician Assistant shall have valid Responsible Persons Certificates in terms of NRS 040, valid First Aid Level 1 certificate and valid Basic Fire Fighting certificate. **Valid copies of certificates must be submitted at commencement of contract.**

12.3 Supervisor/Project Leader

The **Supervisor /Project Leader** shall have a Trade Test or National Diploma in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), the Trade Test certificate certified by a relevant SETA. A minimum of five (5) years post qualification experience in medium voltage switchgear, transformer maintenance, repairs and operations and also be certified as responsible persons in terms of NRS040. The Supervisor/Project Leader shall have received training in the maintenance of switchgear used by the Stellenbosch or by a training authority acknowledged by the Stellenbosch Municipality (e.g., OEM, Eskom or another similar electricity utility).

12.4 Artisan or Technician

The **Artisan or Technician** shall have a Trade Test or National Diploma in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority). The Trade Test certificate certified by a relevant SETA. A minimum of two (2) years' experience in medium voltage switchgear and transformer maintenance and repairs, certification for oil sampling and also be appointed as responsible persons in terms of NRS040. The Artisan or Technician shall have been trained on maintenance of at least 3 types switchgear in use by the Stellenbosch Municipality by a training authority acknowledged by the Stellenbosch Municipality (OEM, Eskom or another similar electricity utility). Training certificates must have been issued by an accredited assessor. The Tenderer to submit CVs of the Artisan or Technician. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

The Stellenbosch Municipality reserves rights to competency assess the Artisan or Technician on the tenderer's list against its current maintenance standards.



12.5 Maintenance Assistant (To be required at commencement of Contract)

The Maintenance Assistant will assist the Artisan or Technician and shall have at least 6 months experience in assisting with medium voltage switchgear and transformer maintenance. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period. The CVs for the assistants shall be required at commencement of contract.

13. Similar projects successfully completed.

Tenderers must complete the attached schedule for previous projects in this document. Previous projects will be regarded as the maintenance of medium voltage equipment. A Tenderer who has successfully completed a minimum of 3 similar projects as required in this tender will be considered for evaluation. References of the projects completed must be included on the schedule below. The tenderer must provide **WRITTEN** references (a letter from the customer), not merely contact details. Add pages if it is deemed necessary. Failure to include the successfully completed projects will be deemed as non-responsive and will not be considered for evaluation.

Please complete schedules in the format indicated in evidence schedule. Tenderer may add additional pages where necessary.

14. Tenderers must have a minimum CIDB 1 EP or higher Tenderer's grading. Only suitable qualified Tenderers who successfully completed similar projects of this nature are eligible to submit tenders.

15. All items will be evaluated in total, and the tender will be awarded to successful bidder(s).

16. Tools, Equipment and instruments (To be required at commencement of Contract)

The tenderer must have the tools, test equipment and instruments per crew, the details of which shall be entered into Returnable Schedule.

17. Vehicles (To be required at commencement of Contract)

The tenderer shall have the following vehicles; owned or rented will be accepted. For owned vehicles, proof of registration must be supplied. For rented vehicles, proof of intent to rent; a rental agreement from a rental company or a rental credit approval must be supplied. The rental agreements should clearly specify the type and quantity of vehicles and/or specialised equipment to be rented.

- a) 2 x Light load Vehicles (GVM 3500kg or less) combined with trailers comprehensively fitted with all Specialised Tools, instruments and consumables / panel vans comprehensively fitted with all Specialised Tools, instruments and consumables.
- b) 1 x Suitable Heavy load vehicle or truck (GVM greater than 3500kg).

INVENTORY OF TOOLS, EQUIPMENT AND INSTRUMENT TO BE UTILIZED FOR THE CONTRACT		
Item	Owned/ Rented	Quantity
Oil Polishing plant		1
Oil Spill Kit		1
Oil Spill Container		1
Mobile compressor		1
HV Proximity sensor (Provide calibration certificate)		1
Contact Resistance Tester (Provide calibration certificate)		1
Multimeter (Provide calibration certificate)		1
Torque wrench (Provide calibration certificate)		1
10 kV Insulation tester (Provide calibration certificate)		1
Standby generator		1
Portable earths		2
Hand tools comprehensive set, including special tools		1
Digital Camera/Cellphone with a minimum of 8megapixels		1
Primary current injection test (or a combination unit of Primary current injection test and Secondary injection test set)		1
Secondary injection test set (or a combination unit of Primary current injection test and Secondary injection test set)		1
Mag curve test set		1
Laptop / computer		1

18. Allocation of Work and Works Programme

The Stellenbosch Municipality will issue an official instruction of work from time to time in the form of a purchase order after which the contractor shall acknowledge receipt of the instruction. A schedule for planned outages will be issued in advance to the Contractor. The allocation of work shall be in the following manner:

- 18.1** As and when the Stellenbosch Municipality Representative requires work to be executed under this contract, the Stellenbosch Municipality Representative shall specify, inter alia, the nature, location(s), extent, scope of work,
- 18.2** In the Bills of Quantities, the Stellenbosch Municipality Representative shall assign quantities to the work items relating to the specific Scope of Work. The assigned quantities shall be multiplied by the contract rates to constitute amounts that will be totalled to provide a financial offer for the



contractor for this specific scope of work.

18.3 The submission of a fully completed and signed work completion and handover document is mandatory, and the contractor may be requested by the Stellenbosch Municipality Representative's to complete and/or sign his submission, if necessary, should he have not already done so. A submission will be rejected as being invalid if the document is not fully completed and/or signed after the contractor has been requested by the Stellenbosch Municipality Representative's to complete and/or sign his submission.

19. Description of Work

The area of works shall be the complete municipal electrical network within the WC024 municipal areas as defined, this includes the Stellenbosch and Dwars-river (Franschhoek, Pniel) areas.

The contractor shall:

- 19.1** Record general details of the Switchgear or Transformer.
- 19.2** Conduct visual inspections of the Switchgear or Transformer;
- 19.3** Conduct visual inspection of the paintwork and the maintenance / refurbishment thereof;
- 19.4** Complete Maintenance of the Switchgear or Transformer as required as per task lists;
- 19.5** Perform any additional work due to unknown damages or defects detected during inspection.
- 19.6** Complete functionality tests on the switchgear and record all values;
- 19.7** On completion of work, feedback must be provided with reference to the task lists. Any abnormality must be reported immediately to the Stellenbosch Municipality Representative.
- 19.8** Conduct on-the-job training on existing Stellenbosch Municipality Electrical Services staff.
- 19.9** Produce Training Manuals including Video Material as and when required for future Reference and Training of New Staff. The Electrical Services shall be the custodian of the TrainingMaterial.

None of these functions shall be performed unless the Contractor has the correct permits or is duly supervised by a person appointed as Responsible Person by the Stellenbosch Municipality.

The tasks listed above shall be done for all switchgear listed in the Pricing Schedule of this tender document.

The contractor is required to be conversant with the maintenance and operating procedures and shall be in possession of switchgear manuals. The Stellenbosch Municipality may require the contractor to demonstrate that they have the relevant operating and maintenance manuals for the switchgear listed in the price schedule.

- 20.** The Supervisor/Project Leader on site shall be in possession of a valid Responsible Person training certificate, valid First Aid Level 1 certificate and valid Basic Fire Fighting Certificate Copies.
- 21.** The Supervisor/Project Leader will be considered as a subject matter expert and will be called upon if higher level repairs or maintenance is called for.



22. The Contractor shall adhere to the following:

- 22.1** The Contractor shall work strictly according to the Maintenance Schedules as agreed with the Stellenbosch Municipality Representative, but Stellenbosch Municipality reserves the right to amend schedules, where applicable and with consultation with the Contractor. If the Contractor fails to adhere to agreed schedules, the Stellenbosch Municipality Representative reserves the right to follow the default process in terms of the Supply Chain Management Policy.
- 22.2** Maintenance reports, signed by the Contractor representative that completed the work, shall be handed over to the Stellenbosch Municipality Representative on completion of the work.
- 22.3** Prior to closing inspection covers and during critical parts of the maintenance, the Contractor's Supervisor/Project leader (or other staff within the Contractor's staff structure identified by Stellenbosch Municipality Representative), will inspect and verify that critical tasks in the maintenance report is complete to the standards or procedure as set out in the approved tasks lists or manufacturer's manual.
- 22.4** Should there be unknown damages to switchgear, not covered in the task list; the contractor shall contact the Stellenbosch Municipality to discuss the scope of work according to ad-hoc rates of the contract.
- 22.5** The Stellenbosch Municipality Representative may require inspecting the work during certain phases of the work. This will be discussed with the contractor prior to starting of the work. The Contractor must record all works carried out, and forward the record to the Stellenbosch Municipality Representative.
- 22.6** A maintenance crew shall consist of a suitably trained and certified Artisan or Technician, trained and assessed according to the maintenance standards for specific switchgear and transformer maintenance and repairs in use by Stellenbosch Municipality or similar maintenance standards acceptable to The Stellenbosch Municipality. The Artisan or Technician will only be able to do maintenance and on-the-job training. Tenderers must supply proof of certification of the Artisan or Technician.

23. Training

The Stellenbosch Municipality requires that its Artisans, on an ad-hoc basis and as requested, be trained to maintain, operate and repair medium voltage switchgear and transformers. The tenderer must have in its employment a Project Leader/Supervisor and staff members who are competent in the medium voltage switchgear and transformer maintenance and repairs and also providing training and facilitating.

Training shall comprise of:

Repetitive practical on-the-job training as approved by the Stellenbosch Municipality Representative. It is envisaged that a maximum of 5 training sessions per candidate are required. A logbook to be kept by candidate and signed by the Artisan or Technician during / after training. The on-the- job training shall be done according to the switchgear maintenance task list.

Notes:

- ALL notes and learning material compiled in the execution and delivery of this tender will become the intellectual property of the Stellenbosch Municipality.
- Training related to the switchgear and transformer maintenance may be filmed as part of the intellectual property noted in note 1 above.

24. Applicable Standards, Specifications and Codes of Practices

Work shall be in accordance with the following standards, where applicable:

- a) Occupational Health and Safety Act 85, 1993 and relevant regulations
- b) NRS089 (Maintenance of Electricity Networks)
- c) Electricity Supply By-Laws
- d) Environmental Management Act as amended
- e) Stellenbosch Municipality – Electricity Services Maintenance Task Lists
- f) NRS 040 – Operating Regulations for High Voltage Systems
- g) NRS 047 – Quality of Service
- h) Hazard Identification and Risk Assessment Document
- i) Manufacturer's Manual
- j) SANS 555 – Unused and reclaimed mineral insulating oils for transformers and switchgear
- k) NRS079 – Mineral Insulating Oils
- l) SANS 1091 – National Colour Standard
- m) SANS 780 – Distribution Transformers
- n) SANS 62271 - High-voltage switchgear and control gear.
- o) SANS 9227 - Corrosion tests in artificial atmospheres – Salt spray tests.

25. Operating Regulations/Permits

25.1 NRS 040 Operating Regulations are applicable. Contractor's staff on site must be appointed as responsible person in terms of NRS 040 with a valid NRS 040 Responsible Persons Training certificate.

25.2 A NRS 040 training certificate is considered as valid if training for NRS Responsible person was completed in line with SAQA unit standard 242766: Demonstrate knowledge and understanding of operating regulations for high voltage systems. The Tenderer shall submit proof that the Contractor's staff is appointed as responsible person.

25.3 The responsible person on site shall at all times be in possession of a work permit and a signed risk assessment for the equipment he is working on and all work shall be done with compliance of NRS040.

25.4 The Contractor's staff conducting the maintenance activities in terms of this tender shall be assessed and authorised as Responsible Persons before any maintenance activities can be allowed.

25.5 The authorisation period shall be limited to the duration of the contract period.

26. Maintenance of Medium Voltage Electrical Switchgear and Distribution Transformers

26.1 Safety

26.1.1 Strict adherence to applicable Safety Guidelines shall be emphasised under this Contract. The Tenderer shall submit a Health and Safety Plan on commencement of the contract.

26.1.2 The contractor shall have an updated health and safety file at all times on site, and for each maintenance task contractor shall have site specific risk assessment identifying the risks applicable to the site detailing the applicable risk mitigating procedures.

26.1.3 All contractors appointed in terms of this contract shall conduct themselves in accordance with the provisions of the statutory requirements and take reasonable care for the health and safety of



all those carrying out the work, and others who may be affected by their acts or omissions at work.

26.1.4 Where switching or maintenance work is required on equipment fed directly from a source of supply not under the control of the contractor carrying out the work then special care is needed. All work under these conditions is to comply with the correct isolation procedures and safe work systems as instituted by the Stellenbosch Municipality.

26.1.5 The contractor's staff shall have basic firefighting skills and shall at all times have suitable and serviced fire extinguishers in their possession for the duration of work on site.

26.1.6 A well maintained and stocked first aid box supplied by the Contractor shall always be made available for use in case of emergency at the worksite.



27. Maintenance

The successful operation of switchgear and transformers is largely dependent upon systematic inspections and maintenance at specified intervals.

The period of maintenance is per the Stellenbosch Municipality maintenance schedules or as otherwise determined by specific operational and safety needs.

28. Precautions

Consult the Original Equipment Manufacturer Manual on specific precautions to be noted and taken with the Circuit Breaker.

Take every precaution during maintenance to prevent entry of moisture into the circuit-breaker from the atmosphere.

Handle with care any internal parts removed and check they are clean and dry before they are refitted.

Ensure that all foreign objects/parts are removed/replaced from the Circuit Breaker before permit is cancelled.

29. Procedure after Maintenance

29.1 The Contractor shall ensure that all parts have been replaced and that all tools have been removed.

29.2 The Contractor shall check the operation of the circuit-breaker/s and make sure that it is in the same operating position as it was handed to the contractor.

29.3 The contractor shall clean-up the site/area and clear all foreign objects, i.e. rags, plastic material after maintenance is done.

29.4 The condition of the employer's assets shall be recorded prior to commencement of work by a Stellenbosch Municipality Representative. After work has been completed, the Stellenbosch Municipality Representative shall verify that all assets are in the same condition as it was handed to the contractor.

30. Accommodation of Traffic

30.1 All traffic accommodation shall be in accordance with the Local Traffic Regulations including the Stellenbosch Municipality Traffic By-Laws.

30.2 The Contractor shall adhere to all traffic regulations and where necessary co-ordinate his activities with officials of the local Traffic Department

30.3 No Contractor may close any road without obtaining permission from the local Traffic Department.

30.4 The Contractor shall provide safe pedestrian access in all directions across the worksite in such a manner as to accommodate wheelchairs, pushcarts, prams and shopping trolleys.

30.5 Open trenches shall be barricaded on both sides at all times by using orange meshed barrier screen or red and white barrier tape applied at 600 mm and 1 200 mm above ground.

30.6 In areas of high pedestrian activity (e.g. Central Business areas) the Contractor shall be required



to install an orange meshed barrier screen from ground level up to a height of 1 200 mm along the entire length of the trench.

30.7 The Contractor shall be responsible for the safety of the public and liable for any accident or injury to any member of the public as a direct result of on-going contract work.

30.8 Where barricading of excavations protrudes onto the roadway, flashing yellow lights shall be in operation at night in addition to highly visible road signs.

30.9 The Contractor shall provide and appropriately position (in accordance with the requirements of the local Traffic Department) for the duration of the work on site, an adequate supply of the following:

- “Men Working” road signs.
- Traffic redirection road signs.
- Orange traffic cones.
- Flashing yellow lights.
- White drums with reflective stickers.
- Vertical chevron plates supported by sandbags.
- Orange meshed barrier screen.
- Any additional protective equipment required due to particular site circumstances or as instructed by this Stellenbosch Municipality Representative.

31. Site Security for Materials

31.1 The Contractor will be responsible for the security of all uninstalled material (and any equipment being used by him on site, which belongs to the Stellenbosch Municipality) from the time of collection and will be liable for any loss howsoever arising.

31.2 The Contractor will be responsible for the security of exposed services existing on site and will be liable for the cost of replacing and repairing any such services that may be lost or damaged on his work site.

31.3 The Contractor shall employ reliable security guards at short notice as deemed necessary to ensure that he can comply with the abovementioned requirements. An hourly rate for security services shall be quoted on the Pricing schedule for this purpose.

32. Protective Clothing

32.1 The Contractor must provide all personal protective equipment (PPE) for all employees. This shall include the following and any other protective clothing required as approved by Stellenbosch Municipality – Electricity Services Occupational Health and Safety Department:

- Overalls
- Safety boots
- Heavy duty work gloves
- 1000V Insulated gloves (Where Necessary)
- Hard hats (Helmet)
- Reflective traffic bibs
- Rain suits
- Fall arrest Harness (Where necessary)



33. Workmanship and Behaviour

- 33.1** The quality of work must be of the highest standard as per approved Task Lists taking into consideration the risks associated with poor workmanship.
- 33.2** All maintenance activities performed under this contract shall be subject to thorough inspection by the Stellenbosch Municipality. Any damages or failures that occur to the switchgear within a period of twelve (12) months after the maintenance shall be investigated and if found to be as a result of poor workmanship, the repairs to the Switchgear shall be for the Contractor's account.
- 33.3** Employees of the Contractor are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.
- 33.4** Any potential inconvenience to any member of public e.g. driveway crossings must be discussed with the member of public in question before the commencement of work.

34. Occupational Health and Safety Specification

The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and the relevant regulations framed under the OHS Act. It should be noted that the Specification generally describes the end product and not specific methods. As the methods of MV switchgear and transformer maintenance to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the contract documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

- 34.1** The Contractor shall prepare and maintain a Health and Safety File in respect of the MV switchgear and transformer maintenance contract, which shall be available for inspection on site at all times. The Contractor shall submit at commencement of contract a Health and Safety File that will be shall be subjected to an audit at contract management stage.
- 34.2** The Contractor shall take into account, inter alia, the following conditions when complying with the OHS Act:
- Live high voltage, medium and low voltage electrical equipment
 - Existing utility services e.g. water, sanitation, gas, telecommunications etc.
 - Surrounding land use
 - Adverse weather conditions
 - Wild animals such as snakes, spiders and scorpions
 - Falling objects
 - Potential exposure to falling either from, off or into
 - Collapsing or caving in of excavations
 - Independently moving mobile plant
 - Lifting machinery
 - Volatile situations (crime and gangsterism)
 - Shift work risk (high stress levels)
 - Contagious pathogens

35. Construction Materials

The following commonly used construction materials and substances potentially pose health and safety Hazards:

- All materials contained in pressurized containers
- Bitumen products
- Cement



- Epoxies
- Insulating oils and compounds
- Lime and other stabilizing agents
- Paints
- Sulphur hexafluoride gas
- Tar products
- Timber preservatives

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

36. Use of Site by Employer

The Contractor shall permit the Stellenbosch Municipality continuous access to the site in order to operate and maintain the existing electrical plant.

37. Health and Safety Plan

In compliance with Occupational Health and Safety Act the Contractor shall submit a comprehensive Health and safety plan for approval by the Stellenbosch Municipality representative. The health and safety plan shall address all Identified hazards on site and shall include but not be limited to:

The safety management structure including the names of all designated persons such as the site supervisor and any other competent persons;

Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:

- Storage and use of materials
- The use of tools, vehicles and plant (lifting equipment in particular)
- Temporary support structures (where necessary)
- Protection against falling items
- Working at height
- Excavation work
- Working in close proximity to live underground and overhead electrical services
- Public vehicle and pedestrian traffic accommodation measures
- The provision and use of temporary services
- Compliance with way-leaves, permissions and permits
- Safety equipment, devices and clothing to be employed
- Emergency procedures
- Induction and training
- Provision of MV switchgear and transformer maintenance health and safety file and other documentation
- The outbreak of highly contagious pathogens of epidemic or pandemic proportion
- Arrangements for monitoring and control to ensure compliance with the safety plan A Health and Safety Plan at contract stage shall be site specific.

38. Employment of Security Personnel

38.1 It will be the Contractor's responsibility to supply sufficient security to carry out the work as specified in this tender subject to the approval of the municipal representative (Electrical Services).



38.2 All security staff employed by the Contractor must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the municipal representative (Electrical Services) upon request. The Contractor will do a site specific risk assessment to identify the Security Guard required from the table below;

38.3 A fixed hourly rate for security services shall be quoted on the Schedule of Rates for this purpose.

Below is the list of security guard grade preferred for this contract:

Security Guard Grade	Functions
Grade B	Primary function is access control in high-risk areas where documentation and basic computer skills might be required. A site or shift commander. Managing of lower grade security officers. Possible inspector doing site visits.
Grade D	Primary function is access control



39. TECHNICAL SPECIFICATIONS FOR MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028.

39.1 General Requirements

The Tenderer shall submit all required test certificates. The Tenderer shall be required to carry out maintenance of medium voltage equipment and related equipment.

A test certificate shall reflect the scope of work for the commissioning activity. All the test results shall be recorded on the test certificate and signed by the authorised Test Engineer or Technologist.

The duly authorized municipal representative (Electrical Services) or the appointed representative shall approve the content of test certificates.

Test certificates shall be submitted to the duly authorized municipal representative (Electrical Services) for each portion of equipment on which the work is completed and ready for energizing.

Test sheets and results are to be handed to the duly authorized municipal representative (Electrical Services) for approval 24 hours prior to energizing.

40. Schedule of Work – Medium voltage

40.1 Transformer Maintenance and Repairs

Standard maintenance on both sealed and free breathing transformers will consist of the following but not limited to:

- Cable box inspections of MV and LV sides, including replacement of labour to replace cable box gaskets, but excluding material. Costing for cable box maintenance will be as per item in Pricing Schedule.
- Re-torque MV and LV bushings.
- Re-torque top lid (where applicable)
- Clean and re-insulate MV and LV terminations
- Replenish and service breather (where applicable)
- Inspect earthing
- Testing of transformer; insulation tests on primary and secondary side between MV and LV side and to earth as well as continuity test.

Transformer insulating oil filtration will do in exceptional cases during normal transformer maintenance when it is suspected that oil is in a bad condition or if the transformer is connected to a critical load and the depot request polishing.

Transformer oil will be filtered if the transformer was opened for repairs, thereafter the oil will be sampled and sent for analysis.

Transformer insulating oil filtration must be done with plant suitable and dedicated for this purpose and it is not allowed to interchange transformer oil polishing plant and switchgear insulation oil polishing plant. Expiotech type of polishing plant or equivalent is deemed to be suitable for polishing transformer insulating oil of distribution transformers up to 1000 KVA.

40.2 Inspection and Testing of Work

40.2.1 For each section of the work, the Contractor shall notify the Stellenbosch Municipality Representative when his work is ready for inspection and testing at the following stages:



- 40.2.2** Upon the completion of maintenance to an individual MV switchgear or Transformer;
- 40.2.3** As and when required by the Stellenbosch Municipality Representative
- 40.2.4** The Contractor will only be allowed to continue with specified work after acceptance of each completed stage as specified above.
- 40.2.5** The Contractor is entitled to book additional time as per the ad-hoc rates of the Pricing Schedule, the Contractor shall claim for time while waiting for ad-hoc inspections as required by the Stellenbosch Municipality Representative.
- 40.2.6** The Stellenbosch Municipality Representative will inspect and test each stages of the work as he may require and endorse the prescribed task list before acceptance of the Contractor's work.
- 40.2.7** NO payment can be authorised without acceptance of the task lists from the Contractor by the Stellenbosch Municipality Representative.
- 40.2.8** Unspecified Work carried out by the Contractor which is not adequately addressed under the task list may be addressed under ad-hoc rates with prior approval by the Stellenbosch Municipality Representative. The Stellenbosch Municipality reserves the right to withhold monies to cover expenses it might incur in the event of the Contractor not successfully addressing all the outstanding ad-hoc work.

40.3 Paintwork On Outdoor Switchgear and Mini-Substations

Painting of switchgear shall comply with following requirements:

- 40.3.1** This specification provides for Painting of Outdoor Switchgear and Mini Substations (C12 Avocado) and renaming and relabelling of the asset after paintwork is completed.
- 40.3.2** All outer labelling shall be removed where necessary. If this causes any holes (Pop rivet etc..) these holes need to be filled before further preparation can continue.
- 40.3.3** All inferior or damaged paintwork needs to be removed as well as any foreign material e.g. transformer oil, posters etc. as well as surface rust that may be present. All locks shall be taped closed in such a way as to prevent any contact by means of direct spray or overspray and all tapes removed after spray work is completed.
- 40.3.4** In the case of airless spray, a primer of phenolated alkyd anti-corrosive primer applied to a dry film thickness of 50-55µm, followed by a finishing coat of air dry quick drying alkyd gloss finish applied to a dry film thickness of 50-55µm, followed by a final coat of air-dry quick drying gloss finish to a dry film thickness of 20-25µm.
- 40.3.5** The finishing coat shall match colour C12 Avocado of SANS 1091. The paint manufacture's specifications with regard to mixing and application shall be followed.
- 40.3.6** The substation name shall be remarked on the road side of the switchgear. In the case of mini sub ring names, the name shall be sprayed on an A11-Signal Red background circle with a diameter of 250mm in G80-Cloud White lettering 50mm high with a thickness of 10mm.
- 40.3.7** In the case of mini sub names , the name shall be sprayed on an A11- Signal Red rectangular background with a height of 100mm and a width 25mm beyond the sides of the substation named. This name will be sprayed in G80-Cloud White with lettering 50mm high and 10mm thick. All paintwork shall be in accordance with SANS 1091 – National Colour Standard. The finishing coat



shall match colour Avocado Green C12.

40.3.8 Corroded surfaces shall be cleaned, sanded and treated with an approved rust inhibiting primer.

40.3.9 The plinth and any associated brick work shall be repaired and painted with an approved paint.

40.4 Oil Handling

40.4.1 All insulating oil must be filtered and polished through an oil plant able to remove particulate (including carbon) down to 0,3micron as well as free and dissolved water. The plant must be equipped with an in line moisture meter indicating the moisture of oil during filling of the switchgear after polishing. The plant must have a failsafe mechanism permitting maximum relative moisture content of oil of 15 ppm during fill. The inline moisture meter must be calibrated by a SANAS accredited laboratory on a yearly basis or alternatively the instrument can be verified against a SANAS calibrated meter on a yearly basis. Tenderers provide proof that oil plant comply with the specification and provide a valid certificate of calibration or verification during the tender stage.

40.4.2 The ppm moisture of the oil polished into the switchgear noted on the maintenance report. Polished oil to exceed requirements of NRS 079 with respect to moisture content with a maximum of 15 ppm acceptable. Apart from the moisture content, oil during filling must in general conform to NRS 079.

40.4.3 Should there be free water in the oil, or if the colour does not conform to the NRS colour chart, insulated oil must be pumped into drums to be supplied and delivered by the depot. The depot will also remove the drums of used oil.

40.4.4 Alternatively, in exceptional cases and with authority from Employer's representative the tenderer may supply virgin oil (in compliance to SANAS 555) as scheduled on the price schedule, but note that as di- electric strength/moisture content of Virgin Oil cannot be guaranteed, even in the case of using Virgin Oil, oil should be polished with approved polishing plant during filling.

40.4.5 When sampling old/existing oil from switchgear with pipette (oil thief) prior to polishing, colour of oil must be noted on the maintenance sheet against colour chart of NRS 079.

40.4.6 As per pricing schedule, it may be required on an ad hoc basis that filtered and polished oil in the switchgear after maintenance and filling, be sampled and analysed at a SANAS approved laboratory.

40.4.7 Analysis of the oil should cover Moisture Content (analysis method IEC 60814 or ASTM D 1533), Dielectric Strength (analysis method 60156) and Colour and Appearance (analysis method ISO 2049).

40.4.8 Analysis for PCB content (analysis method IEC60619 or EPA600/4-81-045) may also be requested as per Pricing Schedule, section 6.

40.4.9 The tenderer shall have capacity, material and equipment to clean oil spillages and rehabilitate affected grounds/soil in accordance with environmental requirements.

All task lists submitted by Tenderers shall be adhere to the following:

- Indicate a comprehensive knowledge of a specific switchgear type, with a detailed maintenance and quality plan, showing critical steps and any specific maintenance instructions from the manufacturer with additional maintenance instructions.



- Shall cover, **as a minimum**, the following aspects:
 - a) Maintenance pre-planning - shall include information such as previous maintenance records, spares and materials required, tools and equipment and personal protective equipment
 - b) Safety checks before and while doing maintenance.
 - c) Visual Inspection procedure.
 - d) Cleaning and dust removal.
 - e) Lubrication of all moving parts.
 - f) Mechanical checks, such as hinges, latches and locks for proper functioning.
 - g) Electrical testing, such as insulation resistance tests, testing of circuit breakers and continuity tests.
 - h) All submitted task lists shall remain the property of the Stellenbosch Municipality and the successful Tenderer shall not enforce copyrights on the Stellenbosch Municipality.
 - i) As part of this contract the successful tenderer shall prepare maintenance manuals and videos for all switchgear models (or as directed by the Stellenbosch Municipality) as grouped together in the table above. The manuals videos shall remain the property of the Stellenbosch Municipality and shall be submitted to the Stellenbosch Municipality within the first year of the contract.
 - j) The Stellenbosch Municipality reserves the right to procure any or all of the items 4.1 – 4.3 (Pricing Schedule) above from the tender with regards to the writing of maintenance manuals or producing videos.

40.5 Installation of 100 Watt Heaters

As per section 7 on the price schedule, contractors must quote on labour only or alternatively the supply of material and labour for installation of the heaters in Reyrolle/ABB LMR panels.

A list of material required for the installation of a heater is the following:

- 100 watt heater element with ± 5 m silicone heat resistant wiring
- 1 m white 20 mm SABS conduit
- 1x6A fuse and holder
- 1xIsolating fuse holder and fuse link
- 10m 2.5mm² grey panel wiring
- H1, H2, H3 & H4 Ferrule numbers
- 1x 220VAC LED lamp – amber

40.6 Installation of Canon Sockets

Contractors must quote on labour only or alternatively the supply of material and labour for installation of canon sockets (female only) in Reyrolle/ABB LMT/LMR/LMR/HD4 panels or equivalent.

A list of material required for the installation of a heater is the following:

- Female canon socket
- 5m 2.5mm² grey panel wiring
- Closing coil (if applicable)
- Insulated lugs
- Numbers
- 2.5mm² heat shrink



40.7 Material and Spares

Tendered price shall include all material necessary to perform maintenance activities per switchgear and transformer type, for example:

40.7.1 Normal consumables and cleaning solvents.

40.7.2 Replacement of all gaskets as specified by the manufacturer's manual and part numbers specified in the Pricing Schedule titled. Rubber gaskets for switchgear top lids must be manufactured out EPDM, of closed cell construction and UV and oil resistant. Gaskets, including transformer top lids, must be clicked out of solid sheets and no cut and joined gaskets will be permitted.

Cork gaskets must be of the correct density for the purpose, for example for transformer top lids and sight glasses, a higher density gasket must be supplied.

Note: Gaskets not considered as consumables, but to be itemized in invoice for maintenance.

HRC fuses must be replaced with the Bussman branded type fuses (or equivalent) as part of normal maintenance. The Stellenbosch Municipality standardised on the following fuses (254 mm lengths oil immersed fuses and 360 mm for K3AF air fuses:

TRANSFORMER RATING (kVA)	FUSE RATING (A)
1600	80
1000	80
800	80
630	80
500	50
315	50
200	25
160	25
22 m ² Mini rings (fuse switches)	80

40.7.3 Virgin oil only when required in abnormal cases and as specified in **OIL HANDLING**.

40.7.4 Should the Contractor be out of stock on certain spares, in order to prevent delays, the Stellenbosch Municipality may provide the material, but in this case the Tenderer must deduct the material cost from the costing at the holding cost of the material in the Stellenbosch Municipality store.

40.7.5 Cable box seams, band joint covers and top covers must be sealed with denso tape and/or putty or similar where applicable. This material must be itemised on the invoice.

40.7.6 The Contractor shall return all scrapped parts with the exception of consumables to the relevant depot.

40.8 Photographic Evidence

Successful tenderer to supply photographic evidence in electronic (PDF) format of the work at the following stages:



40.8.1 Before the work starts.

40.8.2 Two stages while in progress as instructed by the Stellenbosch Municipality representative e.g. Photos of equipment with defects or signs of deterioration.

40.8.3 With work completed.

Additional Work

On occasion the Contractor may be required to undertake work outside the scope of this tender. In these instances, the Contractor must be prepared to undertake the work at the ad-hoc rates. (Pricing schedule: Labour Rates and Transport Costs for Ad-hoc Work).

41. CODES OF PRACTICE

CODES OF PRACTICE AND SAFETY RULES

1. Stellenbosch Municipality directive - Underground cables
2. Stellenbosch Municipality directive - Substations
3. Stellenbosch Municipality directive - Overhead lines
4. Stellenbosch Municipality directive – Operating rules and regulations and relevant Safety rules
5. Occupational Health and Safety Act of 1993 as amended
6. Code of Practice for Wiring of Premises SANS 0142 -2
7. OEM manufacturer's manuals for the testing and programming of equipment, IEC standards for testing of systems.

42. MARK UP FOR THE SUPPLY OF MATERIAL NOT ISSUED BY STELLENBOSCH MUNICIPALITY

This Schedule must be completed, signed and returned with bid documents of which it forms part.

* The Tenderer will produce all correspondence, quotations, invoices, vouchers, and receipted bills, and other particulars necessary to enable the Contract Manager to certify the correctness of claims for payment made.



18. PRE-QUALIFICATION SCORE SHEET

SCHEDULE OF STAFF

COMPETENCIES OF BIDDERS'S STAFF				
POSITION	NAME	QULIFICATION (DEGREE/DIPLOMA/CERTIFICATE)	RELEVANT EXPERINCE (YEARS)	PROOF ATTACHED (YES/NO)
Project Leader				
Maintenance Artisan/Technician				
Maintenance Assistant				

Attach additional pages if mores space is required.

NOTE: The above Qualifications are a pre-requisite, Proof of which must be submitted at the time of Tender submission. Without this proof the submission will be considered non-responsive and will not be considered further.

1. Details of the Tenderer's previous proven competency and experience in the execution of work of an identical nature to that described in this document.
2. Brief Curriculum Vitae of all specified required staff the Tenderer intends to use on this contract, who are in the employ of the Bidder and deemed competent at the time of bidding, detailing the following:
 - (a) Experience in the execution of work of an identical nature to that described in this contract
 - (b) Employees of the Tenderer, deemed competent at the time of bidding, detailing the following:
 - (i) Qualifications
 - (ii) Details of Competency

All new appointees / trainees working on Municipal system in terms of this tender must be authorised by the duly authorised municipal representative (Electrical Services).



3. Tenderer experience and qualifications:

Tenderers must include detailed copies of qualifications of the personnel who are going to be working on this project. Please include a minimum of 3 contactable references. Evaluation shall be based on the successfully completed projects of similar nature as well as positive feedback from all 3 references.

4. Experience and qualification of the Project Leader

The **Supervisor /Project Leader** shall have a Trade Test or National Diploma in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), the Trade Test certificate certified by a relevant SETA. A minimum of five (5) years post qualification experience in medium voltage switchgear, transformer maintenance, repairs and operations and also be certified as responsible persons in terms of NRS040. The Supervisor/Project Leader shall have received training in the maintenance of switchgear used by the Stellenbosch or by a training authority acknowledged by the Stellenbosch Municipality (e.g., OEM, Eskom or another similar electricity utility).

5. Artisan or Technician

The **Artisan or Technician** shall have a minimum of Trade Test or National Diploma qualification in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority). The Trade Test certificate certified by a relevant SETA. A minimum of two (2) years experience in medium voltage switchgear and transformer maintenance and repairs, certification for oil sampling and also be appointed as responsible persons in terms of NRS040. The Artisan or Technician shall have been trained on maintenance of at least 15 types switchgear in use by the Stellenbosch Municipality by a training authority acknowledged by the Stellenbosch Municipality (OEM, Eskom or another similar electricity utility). Training certificates must have been issued by an accredited assessor. The Tenderer to submit CVs of the Artisan or Technician. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

6. Maintenance Assistant

The Maintenance Assistant will assist the Artisan or Technician and shall have at least 6 months experience in assisting with medium voltage switchgear and transformer maintenance. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period. The CVs for the assistants shall be required at commencement of contract.

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



19. SCHEDULE OF PLANT AND EQUIPMENT

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

DETAILS OF MAJOR EQUIPMENT (TOOLS) THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.		
QUANTITY	DESCRIPTION	OWNED/HIRED
	Oil Polishing plant	
	Pipette	
	Oil Spill Kit	
	Oil Spill Container	
	Mobile compressor	
	HV Proximity sensor (Provide calibration certificate)	
	Contact Resistance Tester (Provide calibration certificate)	
	Multimeter (Provide calibration certificate)	
	Torque wrench (Provide calibration certificate)	
	10 kV Insulation tester (Provide calibration certificate)	
	Standby generator	
	Portable earths	
	Hand tools comprehensive set, including special tools(refer to clause 31.2)	
	Digital Camera/Cellphone with a minimum of 8megapixels	
	Primary current injection test (or a combination unit of Primary current injection test and Secondary injectiontest set)	
	Secondary injection test set (or a combination unit of Primary current injection test and Secondary injectiontest set)	
	Mag curve test set	
	Laptop / computer	

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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



20. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

EMPLOYER (Name, Tel, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Company				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				

Attach additional pages if more space is required.

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



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

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

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				
Company				From
Tel				To
Contact				
Email				

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 125/25**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

In figures:	R	
In words:		

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

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



2. ACCEPTANCE

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

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



25. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

PRICING SCHEDULE: MAINTENANCE OF MV SWITCHGEAR, TRANSFORMER AND MINI SUBSTATION AND TRAINING WITHIN THE STELLENBOSCH MUNICIPAL AREA (WC024) AS AND WHEN NEEDED, FOR A CONTRACT PERIOD ENDING 30 JUNE 2028.

This estimated quantities indicated in this pricing schedule will be used for tender evaluation purposes only and may vary depending on the municipality's requirements at the time of the project. The pricing schedule must be completed in accordance with the scope and specification of this document.

The prices must be firm and fixed per each financial year for the duration of the contract and all Unit Prices to be exclusive of Value Added Tax.

1. Maintenance

1.1 Maintenance: Switchgear

Item No.	Switchgear make and Model no.	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.1.1	YORKSHIRE TYKE II	R	R	R
1.1.2	MORMAZABAL GAE630-1K/4/	R	R	R
1.1.3	AREVA-FBX-C/17-20/C-C-T2	R	R	R
1.1.4	ABB-VD4 LMT	R	R	R
1.1.5	GEC T1,T3	R	R	R
1.1.6	GEC T1OF	R	R	R
1.1.7	GEC T3OF	R	R	R
1.1.8	ALSTOM K14AF	R	R	R
1.1.9	J&P 5368. V6369/1, 08P6038/1	R	R	R
1.1.10	RPS LMVP	R	R	R
1.1.11	ABB REYROLLE LMTmk1, LMTmk2, LMS, LMR	R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item No.	Switchgear make and Model no.	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.1.12	ACTOM SBB4	R	R	R
1.1.13	JOHNSON & PHILLIPS RMU	R	R	R
1.1.14	HAWKER SIDDLEY NX3F	R	R	R
1.1.15	HAWKER SIDDLEY X1	R	R	R
1.1.16	HAWKER SIDDLEY X1F	R	R	R
1.1.17	REYROLLE ROKS, IMS	R	R	R
1.1.18	LONG & CRAWFORD GF3	R	R	R
1.1.19	LONG & CRAWFORD J3,J4	R	R	R
1.1.20	LONG & CRAWFORD T3GF3	R	R	R
1.1.21	REYROLLE JKSS	R	R	R
1.1.22	REYROLLE JSS	R	R	R
1.1.23	REYROLLE JS	R	R	R
1.1.24	REYROLLE JK	R	R	R
1.1.25	REYROLLE OKSS	R	R	R
1.1.26	REYROLLE C6,7&8	R	R	R
1.1.27	LUCY TRIDENT FRMUE	R	R	R
1.1.28	LUCY TRIDENT EFS	R	R	R
1.1.29	LUCY TRIDENT EOS	R	R	R
1.1.30	METERING UNIT (OIL FILLED)	R	R	R
1.1.31	ABB SAFERING (excluding SF6 top-up)	R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item No.	Switchgear make and Model no.	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.1.32	MERLIN GERIN CE2	R	R	R
1.1.33	ABB ZX0	R	R	R
1.1.34	ABB ZX1.2	R	R	R
1.1.35	ABB ZX2.0	R	R	R
1.1.36	ALSTOM SBV4	R	R	R
TOTAL (1.1.1 – 1.1.36) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

1.2 MAINTENANCE: TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA (LABOUR ONLY)

Item No.	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.2.1	FREE BREATHING OR SEALED TRANSFORMER MAINTENANCE (50 – 1600 KVA) (without oil polishing plant)			
1.2.1.1	Test transformer, maintain transformer (minimum as per specification or as per task list).	R	R	R
TOTAL (1.2.1) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1.3 REPAIRS: FREE BREATHING TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA

Item No.	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.3.1	FREE BREATHING TRANSFORMER REPAIRS (50 – 1600 KVA)			
1.3.1.1	Remove top lid, replace gasket, replace top lid and torque correctly – Free breathing	R	R	R
1.3.1.2	Remove MV bushings, replace gasket, refit bushing and torque correctly	R	R	R
1.3.1.3	Remove LV bushings, replace gasket, refit bushing and torque correctly	R	R	R
1.3.1.4	Repair oil leak with patch kit	R	R	R
TOTAL (1.3.1) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1.4 REPAIRS: SEALED TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA

Item No.	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.4.1	SEALED TRANSFORMER REPAIRS (50 – 1600 KVA)			
1.4.1.1	Remove MV bushings, replace gasket, re-fit bushing and torque correctly	R	R	R
1.4.1.2	Remove LV bushings, replace gasket, re-fit bushing and torque correctly	R	R	R
1.4.1.3	Repair oil leak with patch kit	R	R	R
TOTAL (1.4.1) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

2. LABOUR RATES AND TRANSPORT COSTS FOR AD-HOC WORK (To be used only for work that is not mentioned elsewhere in the price schedule)

Item No.	Ad-hoc Rates	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
2.1	Supervisor /Project Leader (Per Hour)	R	R	R
2.2	Artisan or Technician (Per Hour)	R	R	R
2.3	Maintenance Assistant (Per Hour)	R	R	R
2.4	Security Guard - Grade B – Unarmed (Per Guard Per Hour)	R	R	R
2.5	Security Guard - Grade B – Armed (Per Guard Per Hour)	R	R	R
2.6	Security Guard - Grade D – Unarmed (Per Guard Per Hour)	R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item No.	Ad-hoc Rates	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
2.7	Security Guard - Grade D – Armed (Per Guard Per Hour)	R	R	R
2.8	1 Light load vehicle – GVM 3500kg or less (Per km)	R	R	R
2.9	1 Heavy load vehicle - GVM greater than 3500kg (Per km)	R	R	R
2.10	Oil polishing plant (Per unit per hour)	R	R	R
TOTAL (2.1-2.10) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

3. Cost to Write Maintenance Manual and Produce Maintenance/Training Video.

Item No.	Switchgear Type	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
3.1	MINISUBSTATION	R	R	R
3.2	11KV SWITCHGEAR	R	R	R
3.3	TRANSFORMER	R	R	R
3.4	RING MAIN UNIT	R	R	R
TOTAL (3.1-3.4) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

NOTE: All abnormal or ad-hoc spares items (not Tendered for) shall be sourced from available suppliers, subject to approval by the Stellenbosch Municipality representative and shall comply with the manufacturer's specifications. The contractor will be required to obtain a quote for the spares item sourced from a third party. The Stellenbosch Municipality will reimburse the contractor for up to **5%** mark up to the landed cost as handling fee for the abnormal or ad-hoc spares sourced.

Where brand names are specified, alternatives may be supplied subject to approval by the Stellenbosch Municipality representative.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4. Costs to install 100 watt heaters in Reyrolle/ABB LMR panels

Item	Installation of heater	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
4.1	Cost per heater installation , including material supplied by Contractor	R	R	R
TOTAL (4.1) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

5. Costs to install canon sockets in Reyrolle/ABB LMT/LMR/LMS/HD4 panels

Item	Canon Socket	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
5.1	Cost per socket installation, including material supplied by Contractor, wired to relay (no pistol grip switch).	R	R	R
5.2	Cost per socket installation, wired through side wipe contacts and installation of closing coil, material supplied by Contractor	R	R	R
TOTAL (5.1-5.2) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



6. COST TO MAINTAIN ALL TYPES OF CABLE BOXES AND BAND JOINTS (Prices to include all labour costs including tapes, cleaning material, alkyd resin or equivalent subject to the Stellenbosch Municipality Representative's approval):

Item	Type of box/band joint	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
6.1	Compound band joint Remove top lid, check for voids or water, if found in order replace top lid. Seal outside joints with denso tape/putty or equivalent.	R	R	R
6.2	Compound band joint Remove top lid, check for voids or water, blow out water with compressed air, heat up compound in band joint, top up and replace top lid. Seal outside joints with denso tape/putty or equivalent.	R	R	R
6.3	Dry band joint Remove band joint cover, clean inside, if in order replace band joint cover. Paint bushing and metal parts around bushing with alkyd resin. Seal outside joints with denso tape/ paste or equivalent.	R	R	R
6.4	Dry band joint Remove cover, remove old insulation material and redo band joint with 3M tape and putty. Paint bushing and metal parts around bushing with an alkyd resin. Replace cover and seal outside joints with denso tape/paste or equivalent.	R	R	R

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item	Type of box/band joint	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
6.5	Dry band joint Redo band joint with heat shrink kit (supplied by Stellenbosch Municipality) Paint bushing and metal parts around bushing with an alkyd resin. Seal outside joints with denso tape/paste or equivalent.	R	R	R
6.6	Compound cable box Open filler cap if found in order close filler cap. Seal outside with denso tape/paste or equivalent. If not in order inform Depot.	R	R	R
6.7	Dry cable box putty type, including transformer connection on minisub (clean single cores with solvent)	R	R	R
6.8	Dry cable box with right angled boots Clean with solvent, inspect termination and clean, Paint bushing and surrounding metal with an alkyd resin. Replace gasket. Seal all joints with denso tape/paste or equivalent.	R	R	R
6.9	Penetrol filled cable box. Remove penetrol and discard as per environmentally accepted methods (disposal certificate to be supplied on demand. Convert to heat shrink termination (supplied by Stellenbosch Municipality). Paint bushing and surrounding metal with an alkyd	R	R	R

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Item	Type of box/band joint	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
	resin. Replace gaskets. Seal all outside joints with denso tape/putty or equivalent.			
TOTAL (6.1-6.9) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

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7. COST TO MAINTAIN PROTECTED SWITCHGEAR PANEL (PER PANEL).

Item	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
7.1	Breaker cubicle, clean, check flaps & lubricate mechanism	R	R	R
7.2	Busbar cubicle, clean and inspect joints	R	R	R
7.3	Busbar ductor test	R	R	R
7.4	Protection panel (clean and check)	R	R	R
7.5	CT chamber (clean and check for discharges)	R	R	R
7.6	Cable box (open, check termination & clean any discharge, paint inside cable box around bushings with an alkylid resin)	R	R	R
7.7	VT (clean, inspect, check connections)	R	R	R
7.8	Panel Heaters (check functionality and wiring)	R	R	R
TOTAL (7.1-7.8) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

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8. COST OF CORROSION TREATMENT OF MINI SUBSTATIONS, TRANSFORMERS AND SWITCHGEAR (all material included)

Item	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
8.1	Switchgear (per unit)	R	R	R
8.2	Minisub complete including RMU	R	R	R
8.3	Standalone transformer (50 – 500 KVA)	R	R	R
8.4	Standalone transformer (630 – 1600 KVA)	R	R	R
TOTAL (8.1-18.4) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

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9. COST OF SPRAY PAINTING OF MINI SUBSTATIONS, TRANSFORMERS AND SWITCHGEAR (all material included)

Item	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
9.1	Switchgear (per unit)	R	R	R
9.2	Minisub complete including RMU	R	R	R
9.3	Mini-sub Plinth (Spray painting only)	R	R	R
9.4	Standalone transformer (50 – 500 KVA)	R	R	R
9.5	Standalone transformer (630 – 1600 KVA)	R	R	R
TOTAL (9.1-9.5) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

10. COST TO TOP-UP SF6 (All Switchgear Types) – Rate includes all costs incurred, including labour, procurement of SF6 and delivery to site or as directed by the Stellenbosch Municipality Representative

Item	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
10.1	SF6 gas Top-Up	R	R	R
TOTAL (10.1) TO BE CARRIED OVER TO THE SUMMARY PAGE		R	R	R

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SUMMARY TABLE (TOTAL COST)

Item as per pricing schedule	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
1.1	<u>Maintenance: Switchgear</u>	R	R	R
1.2	<u>MAINTENANCE: TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA (LABOUR ONLY)</u>	R	R	R
1.3	<u>REPAIRS: FREE BREATHING TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA</u>	R	R	R
1.4	<u>REPAIRS: SEALED TRANSFORMERS AND MINISUBSTATIONS 50 – 1600 KVA</u>	R	R	R
2	<u>LABOUR RATES AND TRANSPORT COSTS FOR AD-HOC WORK (To be used only for work that is not mentioned elsewhere in the price schedule)</u>	R	R	R
3	<u>Cost to Write Maintenance Manual and Produce Maintenance/Training Video.</u>	R	R	R
4	<u>Costs to install 100 watt heaters in Reyrolle/ABB LMR panels</u>	R	R	R
5	<u>Costs to install canon sockets in Reyrolle/ABB LMT/LMR/LMS/HD4 panels</u>	R	R	R
6		R	R	R

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Item as per pricing schedule	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028						
	<u>COST TO MAINTAIN ALL TYPES OF CABLE BOXES AND BAND JOINTS (Prices to include all labour costs including tapes, cleaning material, alkyl resin or equivalent subject to the Stellenbosch Municipality Representative's approval);</u>									
7	<u>COST TO MAINTAIN PROTECTED SWITCHGEAR PANEL (PER PANEL).</u>	R	R	R						
8	<u>COST OF CORROSION TREATMENT OF MINI SUBSTATIONS, TRANSFORMERS AND SWITCHGEAR (all material included)</u>	R	R	R						
9	<u>COST OF SPRAY PAINTING OF MINI SUBSTATIONS, TRANSFORMERS AND SWITCHGEAR (all material included)</u>	R	R	R						
10	<u>COST TO TOP-UP SF6 (All Switchgear Types) – Rate includes all costs incurred, including labour, procurement of SF6 and delivery to site or as directed by the Stellenbosch Municipality Representative)</u>	R	R	R						
	<table><tr><th>Item</th><th>Description</th></tr><tr><td>10.2</td><td>SF6 gas Top-Up</td></tr><tr><td colspan="2">TOTAL (10.1) TO BE CARRIED OVER TO SUMMARY PAGE</td></tr></table>				Item	Description	10.2	SF6 gas Top-Up	TOTAL (10.1) TO BE CARRIED OVER TO SUMMARY PAGE	
	Item				Description					
	10.2				SF6 gas Top-Up					
TOTAL (10.1) TO BE CARRIED OVER TO SUMMARY PAGE										

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item as per pricing schedule	Description	Unit Cost (Excl. Vat) Financial year 2025/2026	Unit Cost (Excl. Vat) Financial year 2026/2027	Unit Cost (Excl. Vat) Financial year 2027/2028
	TOTAL (1.1-10)	R	R	R
	TOTAL COST EXCL VAT (2024-2028)	R		
	15% VAT	R		
	TOTAL COST INCL VAT	R		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



26. DECLARATION BY TENDERER

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

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

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

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

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

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