

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 69/25 UPGRADING OF STREETLIGHT INFRASTRUCTURE AND ASSOCIATED EQUIPMENT ALONG THE ARTERIAL R304.

TENDER NUMBER: B/SM 69/25
DESCRIPTION: UPGRADING OF STREETLIGHT INFRASTRUCTURE AND ASSOCIATED EQUIPMENT ALONG THE ARTERIAL R304

CLOSING DATE: 17 February 2025
CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - **Class of Construction Works: 4EP or higher**

INFORMATION:

Tender Specifications: Jan-Louw at 0729619598: e-mail: JanLouwE@motla.co.za
SCM Requirements: Gerald Kraukamp at 0321 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Site Meeting will be held on 16 January 2025 at 10h00. The meeting will start in the Electrical Boardroom at 71 Plein Street, Ecclesia Building Stellenbosch, from where it will move to the site (R304 arterial). Tenderers can contact Mark Benson and Bernine Kwago at mark.benson@stellenbosch.gov.za or bernine.kwago@stellenbosch.gov.za should any questions arise concerning the meeting locations

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 69/25 UPGRADING OF STREETLIGHT INFRASTRUCTURE AND ASSOCIATED EQUIPMENT ALONG THE ARTERIAL R304**”

clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and 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 and locality	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 592.00 per document**.*

Please note: Stellenbosch Municipality will never contact you to pay money in exchange for the award of the tender.

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 69/25 OPGRADERING VAN STRAATLIGINFRASTRUKTUUR EN GEASSOSIEERDE TOERUSTING LANGS DIE ARTERIAAL R304

TENDER NOMMER: **B/SM 69/25**

BESKRYWING: **OPGRADERING VAN STRAATLIGINFRASTRUKTUUR EN GEASSOSIEERDE TOERUSTING LANGS DIE ARTERIAAL R304**

SLUITINGSDATUM: **17 Februarie 2025**

TYD VAN SLUITING: **12h00**. Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

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 kontrakgradering** van ten minste **4EP of hoër** hê.

NAVRAE:

Tender spesifikasies: Jan-Louw at 0729619598: e-mail: JanLouwE@motla.co.za

Vkb vereistes: Gerald Kraukamp at Tel: 021 808 8519 Epos: Gerald.Kraukamp@stellenbosch.gov.za

Kantoor Ure: **08h00-15h30**

'n **Verpligte inligtingssessie** sal gehou word op 16 Januarie 2025 om 10:00 in die Elektriese Raadsaal by 71 Plein Straat, Ecclesia Gebou, Stellenbosch en na die vergadering sal die terrein (R304) Arterial besoek word. Bidders kan Mark Benson en Bernine Kwago kontak by mark.benson@stellenbosch.gov.za or bernine.kwago@stellenbosch.gov.za vir enige vrae wat mag opkom.

Verseëde tenders duidelik gemerk: "**B/SM 69/25: OPGRADERING VAN STRAATLIGINFRASTRUKTUUR EN GEASSOSIEERDE TOERUSTING LANGS DIE ARTERIAAL R304**" op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

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

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

1. Hierdie tender is onderworpe aan die Joint Building Contracts Committee – Principal Building Agreement Edition 6.2 – May 2018 (JBCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars 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 verseëde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R592.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



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V7 – 16/01/2023

TENDER NO.: B/SM 69/25
UPGRADE OF STREETLIGHT INFRASTRUCTURE AND ASSOCIATED
EQUIPMENT ALONG THE ARTERIAL R304
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) <i>(refer to page 139):</i>	
COMPLETION PERIOD IN WORKING DAYS:	
BBBEE LEVEL	

JANUARY 2025

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Jan-Louw Engelbrecht
Engineering Technician

Tel. Number: **087 550 5149**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM:69/25	CLOSING DATE:	17 February 2025	CLOSING TIME:	12:00
DESCRIPTION	UPGRADING OF STREETLIGHT INFRASTRUCTURE AND ASSOCIATED EQUIPMENT ALONG THE ARTERIAL R304				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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. NAME, SURNAME AND SIGNATURE OF BIDDER	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Jan-Louw
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	072 961 9598
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	JanLouwE@motla.co.za
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

.....

DATE:

.....



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



2. CHECKLIST

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

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 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 AWARDING POINTS FOR LOCALITY) Locality N/A	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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



6. 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 website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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



F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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



F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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



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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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



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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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



F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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



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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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



F.3.9 Arithmetical errors, omissions and discrepancies

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

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

F.3.9.2 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 80/20-point formula for price; and scores 0 points out of 20/20 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 0% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

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

- 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) 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 80/20-point formula for price; and scores 0 points out of 20/20 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

- 8) Regarding par 6(a)(1)(ii) a maximum of 0% of the 20/10 points must be allocated



to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	0	0
Outside of the boundaries of the municipality	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 successful, and 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 (allowable period 6 months)
- 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. JOINT BUILDING CONTRACTS COMMITTEE – GOVERNMENT PROCUREMENT (if applicable)

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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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 JBCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in JBCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.2. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.5. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



- 8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of JBCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more 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 JBCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to JBCC Clause 22, unless an extension of time is agreed upon pursuant to JBCC Clause 22 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser 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 JBCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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



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

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

33. Transfer of contracts

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

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.

Joint Building Contracts Committee (Edition 6.2, 2018)



8. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

36. DEFINITIONS

The following terms shall be interpreted as indicated:

- 36.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 36.2. "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.
- 36.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 36.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 36.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 36.6. "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.
- 36.7. "Day" means calendar day.
- 36.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 36.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 36.10. "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.
- 36.11. "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.
- 36.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 36.13. 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.
- 36.14. "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.
- 36.15. "GCC" means the General Conditions of Contract.
- 36.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 36.17. "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.
- 36.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



- 36.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 36.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 36.21. "Project site" where applicable, means the place indicated in bidding documents.
- 36.22. "Purchaser" means the organization purchasing the goods.
- 36.23. "Republic" means the Republic of South Africa.
- 36.24. "SCC" means the Special Conditions of Contract.
- 36.25. "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.
- 36.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 36.27. "Tort" means in breach of contract.
- 36.28. "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.
- 36.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

37. Application

- 37.1. 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.
- 37.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 37.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

38. General

- 38.1. 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.
- 38.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

39. Standards

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

40. Use of contract documents and information; inspection.

- 40.1. 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.
- 40.2. 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.
- 40.3. 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.



40.4. 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.

41. Patent rights

41.1. 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.

41.2. 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.

42. Performance security

42.1. 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.

42.2. 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.

42.3. 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:

42.3.1. 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

42.3.2. a cashier's or certified cheque

42.4. 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.

43. Inspections, tests and analyses

43.1. 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.

43.2. 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.

43.3. 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.

43.4. 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.

43.5. 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.



43.6. 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.

43.7. 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.

44. Packing

44.1. 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.

44.2. 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.

45. 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.

46. 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.

47. Transportation

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

48. Incidental

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

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

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

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

48.1.4. 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

48.1.5. 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.

48.2. 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.



49. Spare parts

49.1. 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:

49.1.1. 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;

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

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

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

50. Warranty

50.1. 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.

50.2. 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.

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

50.4. 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.

50.5. 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.

51. Payment

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

51.2. 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.

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

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

52. 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.

53. 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.



54. 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.

55. 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.

56. Delays in the supplier's performance

56.1. 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.

56.2. 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.

56.3. 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.

56.4. 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.

56.5. 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.

57. 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.

58. Termination for default

58.1. 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:

58.1.1. 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;

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

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

58.2. 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.



- 58.3. 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.
- 58.4. 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.
- 58.5. 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 purchaser actively associated.
- 58.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 58.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 58.6.2. the date of commencement of the restriction
 - 58.6.3. the period of restriction; and
 - 58.6.4. 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.
- 58.7. 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.

59. 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.

60. Force Majeure

- 60.1. 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.
- 60.2. 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.



61. 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.

62. Settlement of Disputes

62.1. 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.

62.2. 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.

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

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

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

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

63. Limitation of liability

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

63.1.1. 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

63.1.2. 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

64. 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.

65. Applicable law

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

66. Notices

66.1. 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

66.2. 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.

67. Taxes and duties

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

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



67.3.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.

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

68. 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.

69. 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.

70. Prohibition of restrictive practices.

70.1.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.

70.2.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.

70.3.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)



9. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

When a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



10. SPECIAL CONDITIONS OF CONTRACT

Unbundling of Municipal Infrastructure Assets:

The unbundling or componentization of the Property, Plant and Equipment (PPE) assets is required to update the Fixed Asset Register (FAR) as well as 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 there for 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;
- Completion certificate; and
- Final payment certificate.

All capital expenditure per project or per capital expense must be verified in order 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 Arcmap 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 extend.

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.



Local Labour:

All unskilled labour in this contract shall be performed by local labour, that will be sourced from the community (ward) in which the assigned works will be executed in. The local community liaison officer (LCLO) will be responsible for procuring local labour in accordance with Stellenbosch Municipality local labour guidelines.

Settlement of Disputes:

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

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

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

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

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

Arbitration:

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

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

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

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



11. 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.



12. 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			



13. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2
 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:
 (a) Price;
 (b) B-BBEE Status Level of Contributor. and
 (c) Locality of supplier

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
LOCALITY (See definitions)	0
Total points for Price, BBEE and Locality (must not exceed 100)	100

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

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

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



2. DEFINITIONS

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



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 Status Level of Contributor	Number of Points for Preference System	Number of Points for Preference 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 Preference System	Number of Points for Preference System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0



6. BID DECLARATION

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	<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)

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 NB! authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <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;”



STELLENBOSCH

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



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3. I hereby declare under Oath that:

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

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

NB!

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

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp
 Date:



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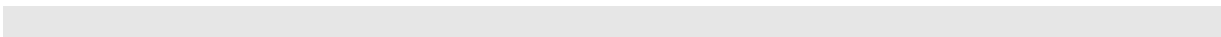
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EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

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

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 20)	LOCALITY POINTS (Out of 0)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	20	0	94.29
TENDERER C	80	0	0	80





14. 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



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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:			



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15. 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.



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- 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.



16. 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



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17. 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:	



18. 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



19. SPECIFICATIONS

19.1 GENERAL

Nominal Operating Voltage	400/230V
Maximum Temperature	40°C
Altitude	136m
Lightning Conditions	0.3 Ng

- 19.1.1** I / We the undersigned, hereby acknowledge myself / ourselves fully conversant with the details and conditions as set out in the Specification and with the Conditions of Tendering and General Conditions of Purchase and Conditions of Tender attached hereto, and hereby agree to supply and deliver material for a period of 3 years ending 30 June 2025, in accordance therewith.

- 19.1.2** Bidders must submit at least one original reference letter written and signed by previous clients for each item(s) tendering for as confirmation that they have supplied such material previously, where the bidder have successfully completed a similar project of this nature. Failure to attach such reference letter(s) will lead to the disqualification of the bid.

- 19.1.3** Prices shall be fixed for the 6 month contract, which may carry over into the new Municipal financial year after 30 June 2025. The bidder shall offer prices in this bid that will be valid and fixed as from commencement date of this contract for the full 6 month period. The successful bidder will under these circumstances be forced to accept these conditions as part of this contract commitment.

- 19.1.4** The estimated quantities indicated in the pricing schedule are only for evaluation purposes. The municipality can order more or less than the estimated quantities and therefore such estimated quantities are not bidding to the municipality to order such quantities.

- 19.1.5** All other supporting documentation must be attached to the bidder’s offer and tender document.

- 19.1.6** 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 bound together in a suitable binder.

- 19.1.7** The Tenders shall include the cost of all arrangements necessary for the actual delivery of the goods to site and **include VAT** in the prices quoted.

- 19.1.8** All goods to be supplied delivered and off-loaded to (unless specified otherwise for specific items):

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



a. Contractor Site Office, R304

19.1.9 Products offered shall only be newly manufactured. No second hand or refurbished items will be accepted.

19.1.10 The bidder must be able to present and demonstrate the features of his/her offer during the evaluation stage of the tender if requested by the Municipality of Stellenbosch.

19.1.11 Each bidder shall issue data sheets/technical information for all the items offered as supporting documentation to his/her offer:

19.2 SCOPE

19.2.1 The scope entails the installation of the following:

- 14m Galvanised Steel Poles
- 2.5mm² 3 core silicone cable (from pole base to light in pole core)
- 25mm² 4 core aluminium wire (underground)
- 150mm luminair arms
- 42mm spigots
- 36W, 76W and 143W Luminaires
- Ground mounted poly or steel populated kiosks (Circuit breakers, contactors, meters, photo sensors)

19.2.2 Location of the works

The relevant road portion, widely referred to the R304 Koelenhof road, starts at MR174 km 56.88 and ends at MR174 km 60.08 (Provincial Roads Naming Reference). The GPS coordinates for the start and end points are respectively 33°54'00.4"S 18°50'18.7"E and 33°55'29.2"S 18°51'19.9"E and have been divided into zones (see Figure 1 below) following different criteria and requirements:

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

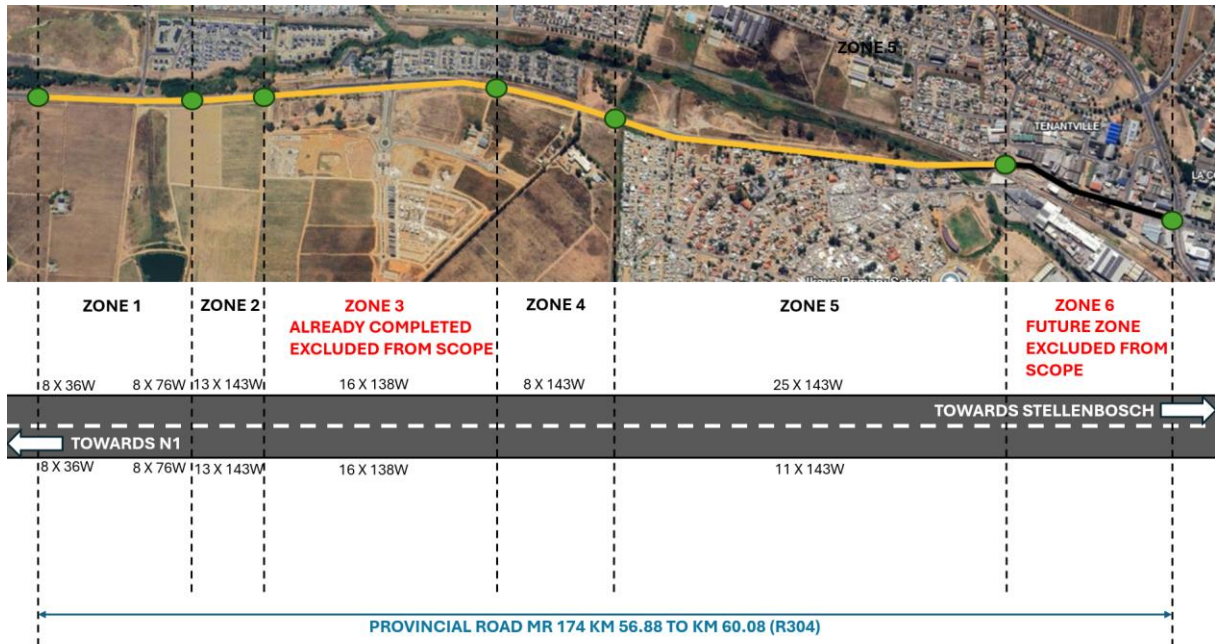


Figure 1

With further reference to the previously mentioned Figure 1, herewith the details per zone:

ZONE 1 While current lighting infrastructure exists, it is not compliant with the relevant road classification. The new design parameters include transition:

Speed limit	80km/h
Road Class	A2 No Med 600 Vehicles
Luminaires Used	16 x 36W (Arrangement: Opposite) 16 x 76W (Arrangement: Opposite)
Pole Height	12m MH
Rake Angle	15°
Outreach	short 150mm
Comment	The 16 x 32W steps up into 16 x 76W, ultimately joining into the 143W section in zone 2

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



ZONE 2 This area currently has no lighting infrastructure and currently does not comply with the relevant road class; the following design was done:

Speed limit	80km/h
Road Class	A2 No Med 600 Vehicles
Luminaires Used	26 x 143W (Arrangement: Opposite)
Pole Height	12m MH
Rake Angle	15°
Outreach	short 150mm
Comment	The 26 x 143W ultimately joins 138W luminaires in Zone 3

ZONE 3 This zone is to be excluded from the scope of works in this tender document. The area, also referred to as the Newinbosch intersection due to the new residential complex development, have newly installed lighting infrastructure which complies with the suggested road class specifications:

Speed limit	60km/h
Road Class	A3 Med 900 Vehicles
Luminaires Used	32 x138W (Arrangement: Opposite)
Pole Height	12m MH
Rake Angle	15°
Outreach	short 150mm
Comment	No changes are to be made in this compliant section

ZONE 4 This area currently has no lighting infrastructure, and does not comply with the relevant road class:

Speed limit	60km/h
Road Class	A3 No Med 600 Vehicles
Luminaires Used	8 x 143W (Arrangement: Single Sided)
Pole Height	12m MH
Rake Angle	15°

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



ZONE 5 Outreach short 150mm
 While some current lighting infrastructure exists, it is not compliant with the relevant road classification. The new design parameters included as follows:

Speed limit	60km/h
Road Class	A3 No Med 600 Vehicles
Luminaires Used	36 x 143W (Arrangement: Opposite)
Pole Height	12m MH
Rake Angle	15°
Outreach	short 150mm

ZONE 6 This zone is to be excluded from the scope of works in this tender document.

19.2.3 Access to the site

The contractor shall allow for the necessary requirements from Stellenbosch Municipality in terms of access and security clearance. This shall include all the necessary inductions and medicals as well as security access cards and registrations required by Stellenbosch Municipality if and where applicable.

The contractor shall further not access the site until formally instructed by Stellenbosch Municipality to do so.

19.2.4 General Technical Requirements and Conditions

No.	Description	Unit	Requirement / Condition
1	Nominal System Voltage	V	400
2	Maximum System Voltage	V	440
3	Lightning Impulse Withstand Voltage	kV	2
4	Creepage Distance	mm/kV	31
5	Fault Level (Design)	kA	10
6	Altitude above sea level	m	Up to 160
7	Maximum Ambient air temperature range	°C	40
8	Minimum Ambient air temperature range	°C	-5
9	Highest average daily maximum	°C	40

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



No.	Description	Unit	Requirement / Condition
10	Average daily temperature	°C	35
11	Minimum Humidity (relative)	%	10
12	Maximum Humidity (relative)	%	90
13	Lightning ground flash density	flashes per km ² /year	1
14	Pollution		Medium
15	Climatic conditions		Winter rain

19.2.5 Construction Program

It should be noted that the project will be executed over the remainder of the current Municipal Financial Year. This will be discussed in more detail with the appointed contractor.

The Contractor shall submit a construction program to the Engineer within 14 days after acceptance of the contract. The program shall be done in Microsoft Project and shall list all activities and resources of the project.

The contractor shall also submit a high-level program with the tender.

The contract period will be **6 months** including lead times for materials

The Contractor shall also together with the program, submit cash flow projections for the project based on the summary of costs in the bill of quantities.

The Contractor shall not deviate from the program unless under instruction from the Engineer or for other valid reasons. Should the Contractor fall behind schedule for reasons other than that out of his control, the Contractor shall provide additional resources at his own expense. The Contractor shall do proper planning to optimise the utilisation of resources and shall use any opportunity to get ahead of schedule where possible.

19.2.6 Construction Camp

The Contractor shall establish a construction site camp next to the proposed substation position.

The construction site camp shall make provision for office accommodation for meetings held on site and other basic administrative requirements. In addition, the contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract.

The camp shall also be used for the establishment of facilities on site such as plant, shed, water, electricity, lighting, toilets etc. The Contractor shall make the necessary arrangements for all water and electricity required for the execution of the works. All costs will be for the contractor's account.

The site office shall have facilities for site meetings such as a large table and chairs. The site shall also have a 1.8m diamond mesh fenced camp for storing material. Area lighting shall also be present on site at night. The Contractor shall be responsible for keeping the area allocated to him neat, tidy and clean. On completion of the contract all temporary buildings, roofs, fencing, etc., shall be removed from the site at the Contractor's expense and the campsite restored to the original condition and to the satisfaction of the Engineer and the Client.

The Contractor shall include the following in the preliminary and general costs:

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



- Contractual requirements.
- Operation and maintenance of facilities on site.
- Supervision by suitably qualified & capable personnel
- Elkonop 3 Qualified on site Electrician
- Crane Truck & Cherry Picker Operator with necessary rigging qualifications
- Safety, Health, Environment and Quality Requirements inclusive of a qualified on site SHEQ Officer
- Medicals and Induction.
- Scanning of existing services and marking it up.
- Safely & Reliably Transport personnel to site.
- Plant Hire.
- Company and head office overhead costs.
- Other time related items.
- Security Costs.

The following shall also apply during the construction period:

- The Contractor shall provide a Health and Safety Plan before construction starts.
- The Contractor shall ensure that he/she conforms to the Safety, Health, Environmental and Quality requirements.
- Personal Protective Equipment (PPE) shall be worn at all times by any person entering the site. The contractor shall ensure that the correct PPE is worn for specific activities on site.
- The contractor shall ensure that good housekeeping is maintained on site throughout the duration of the project.
- A visitor register shall also be kept on site.
- The contractor shall provide, where necessary, induction to all visitors and shall provide basic Personal Protective Equipment such as hard hats and reflective clothing to visitors not in possession thereof.
- A site file shall be kept on site with all the necessary documentation such as appointments of workers for different specialised tasks such as crane operation, safety supervisor etc. Minutes of safety meetings, risk assessments etc. shall also be kept in the file. All other quality checklists and Environmental Management plans shall be in the file together with the Health and Safety plan of the Contractor.
- All construction work shall be done according to the Construction Regulations.
- All equipment test and calibration certificates shall be kept up to date and valid for the duration of the project.
- All authorizations, working permits, inductions and medicals, access permits etc. shall be kept up to date and valid for the duration of the project.
- All personnel, including permanent staff, temporary staff, subcontractors, suppliers etc. entering the site shall be under the contractor’s responsibility and shall be treated as contracting staff and the contractor shall ensure that they adhere to all the requirements in terms of access, working permits, authorizations, medicals and inductions, security clearance etc. while on site.
- The contractor to have a site diary which will be updated daily with construction progress, incidents, delays etc. This will form part of the monthly progress payment evaluations.

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



The following shall further apply to the Works:

- The Scope of “Works” is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Engineer of any discrepancies before commencement of the works.
- The Contractor is required to supply all material, labour, plant, equipment, loose tools, consumables and transport for the duration and completion of the project unless alternatively instructed to use Stellenbosch Municipality Free Issue Material such as meters, illuminaires, electrical cable, kiosks, lamp poles etc. The contractor shall be notified timeously if such an event would occur.
- Loose tools shall include but is not limited to spades, pickaxes, drills, screwdrivers, electrical insulation testers and meters etc
- The Contractor shall provide all costs for the execution of the works of the complete project in the Bill of Quantities.
- The Contractor must immediately notify the Employer in writing of scope and site variations.
- The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
- Contractor to clear and de-establish total site on completion of proposed works.
- Contractor is required to clear and cart away rubble and surplus works. Rubble shall be disposed of at an approved dumping site. Old equipment such as isolators, steelwork etc. shall be returned to Stellenbosch Municipality.

19.2.7 As Built Drawings and Documentation

- The contractor shall mark up all the drawings after completion of the project and shall submit three sets of As-built drawings for the primary plant, secondary plant, line work etc. after completion. The contractor shall also submit all drawings in both DWG and DXF formats on a CD.
- The contractor shall also provide three files in hard copies as well as three soft copies on CD after completion of the project which shall include all software files, operating manuals, service and maintenance manuals, drawings including scheme diagrams, software packages, test reports, settings etc. All diagrams shall also be in DWG and DXF format. All programs and data files shall also be in the original file format. All documentation, drawings, programs, data files etc. shall together with the original file format also be in PDF format.

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19.2.8 Material Inspections and approvals

No.	Material Description	Pre-Approval Requirement	Approval and Inspection Requirement
1a	Kiosk, populating products, ready Board & mounting back-plate	Manufacturing drawings, to be approved by the Engineer and Stellenbosch Municipality prior to manufacturing. Sample to be provided/presented to Engineer for approval.	Kiosk to be inspected once delivered to site by Engineer and Stellenbosch Municipality Representative.
1b	Kiosk, populating products, ready Board & mounting back-plate	Manufacturing drawings, including schematics, to be approved by the Engineer and Stellenbosch Municipality prior to manufacturing.	Factory Inspection by the Engineer and Stellenbosch Municipality Representatives.
2	Galvanised steel poles, arms and spigots	Manufacturing drawings, to be approved by the Engineer and Stellenbosch Municipality prior to manufacturing. Sample to be provided/presented to Engineer for approval.	Galvanised steel poles, arms and spigots to be inspected once delivered to site by Engineer and Stellenbosch Municipality Representative.
4	Silicone- and Aluminium cable	Datasheets to be approved by the Engineer and Stellenbosch Municipality. Sample to be provided/presented to Engineer for approval.	Silicone- and Aluminium cable to be inspected once delivered to site by Engineer and Stellenbosch Municipality Representative.
5	Luminaires	Datasheets to be approved by the Engineer and Stellenbosch Municipality. Sample to be provided/presented to Engineer for approval.	Luminaires inspected once delivered to site by Engineer and Stellenbosch Municipality Representative.

19.2.9 Materials

- All materials to be used on the project shall be new and as per the Specifications and Technical Schedules and shall have a proven track record and support structure in South Africa.

19.2.10 Existing Services and Site Conditions

- The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions prior to tendering and to include this in his pricing.
- The contractor shall further also before commencement with construction, allow for underground scanning of existing services and shall submit a drawing to the Engineer and

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shall use the drawing where necessary to prevent damage to existing services.

- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, e.g. Removal of pavements, thrust boring under roads etc.

19.2.11 Construction Methodology

The contractor shall before construction submit a proposed construction methodology for the works which shall also include the sequence of events of the project as well as some of the milestones and hold points of the project. The construction methodology shall also be the basis of the construction program.

19.2.12 Licenses

Stellenbosch Municipality shall have the right to disclose documents, drawings etc. to employees, contractors, utilities, Stellenbosch Municipality direct customers etc. for the purpose of repair, modification or enhancement in future.

19.2.13 Standards and Compliance

The contractor shall ensure that all individual plant items comply with the relevant IEC and/or NRS Standards.

19.2.14 Approval of Drawings and Equipment

The contractor shall prepare all manufacturing drawings for materials and equipment and submit it to the Engineer for approval before commencement of any manufacturing of the items. The contractor shall further ensure that all equipment to be used are inter compatible and that the drawings clearly indicate how a specific piece of equipment will be integrated with another piece of equipment.

These drawing sets shall include, but not limited to the following:

- Manufacturing drawings for the galvanised steel pole, arm and spigot
- Manufacturing drawings for the luminaires
- Manufacturing drawings for the populated kiosk and the mounting back-plate, including a wiring diagram (see example of wiring diagram below in Figure 2)

The contractor may only start with the manufacturing of equipment once all the drawings have been signed off by the Engineer.

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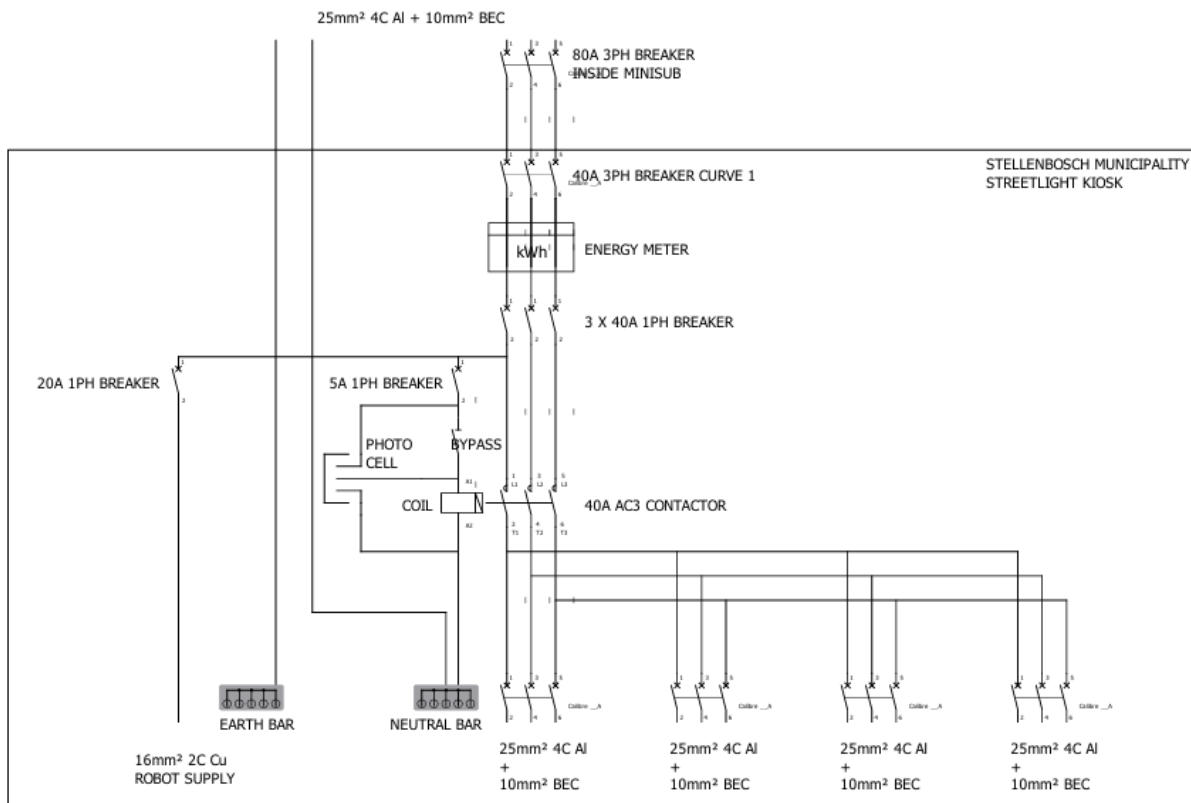


Figure 2

19.3 STANDARDS

The product, management and installation shall comply with:

Origin	Number	Description
IEC	5502	Information technology equipment. Radio disturbance characteristics
IEC	55015	Limits and methods of measurements of radio disturbance characteristics of electrical lighting and similar equipment
IEC	62051	Electricity Metering
IEC	60068-2-27	Environmental Testing: Shock
IEC	60068-2-6	Environmental Testing: Vibration
IEC	60598-1	Luminaires – Part 1: General requirements and tests
IEC	60598-2-3	Luminaires – Part 2: Particular requirements Section 3

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- IEC 60598-2-3 Luminaires for road and street lighting
- IEC 61000-4-5 Electromagnetic compatibility (EMC) - Surge immunity test
- IEC 62052-11 Electricity metering equipment-General requirements, tests and test conditions
Part 11 Metering Equipment
- IEC 62053-21 Electricity metering equipment-Particular requirements Part 21 Static meters
for AC active energy (classes 0,5, 1 and 2
- ISO 4762 Hexagon socket head cap screws
- ISO 14001:2004 Environmental Management System
- ISO 9001:2008 Quality Management System
- OHS ACT Occupational Health and Safety Act and regulations 1.2.13
- OHS 18001:2007 Occupational Health & Safety Management System
- NRS 056 Part 1 Service Distribution Boxes-Meter Kiosks and Distribution Kiosks Part 1: Low
Voltage non-steel meter kiosks for use in underground networks
- SABS 657 Steel tubes for non pressure purposes
- SABS 1200 Standard Specifications for Civil Engineering Construction
- SANS 121 Hot dip galvanized coatings on fabricated iron and steel articles – Specifications
and test method
- SANS 121 Hot dip galvanized coatings on fabricated iron and steel articles —
Specifications and test methods.
- SANS 475 Luminaires for interior lighting, streetlighting and floodlighting Performance
requirements
- SANS 529 Heat-resisting wiring cables
- SANS 60529 Degrees of protection provided by enclosures (IP Code)
- SANS 61000-3-2 Electromagnetic compatibility (EMC) Part3-2: Limits for harmonic current
emission (equipment input current.
- SANS 1088 Luminaires entries and spigots
- SANS 1507 Electric cables with extruded solid dielectric insulation for fixed installations
(300/500V to 1 900/3 300V) Part 3: PVC Distribution cables
- SANS 1574 Electric flexible cores, cords and cables with solid extruded dielectric insulation
Part 3: PVC insulated cores and cables
- SANS 1765 Low Voltage Switchgear and control gear assemblies (distribution boards) with
a rated short circuit withstand strength up to and including 10kA

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- SANS 60529 Degrees of protection provided by enclosures (IP Code)
- SANS ARP035:2014 Guidelines for the installation and maintenance of street lighting
- SATS 17576:2014 Light-emitting diode products for interior lighting, streetlighting and floodlighting
 — Performance requirements

19.4 SPECIFICATION

NOTE: To all potential bidders; it shall be noted that in this section of the document the technical specifications/requirements for electrical materials and equipment are provided. Further to the aforementioned, it shall be noted that the technical compliance needs to be marked (indicated) by the bidder/contractor. Failure to do so, as part of the bid/tender submission, shall render the bid unresponsive

19.4.1 CABLE

19.4.1.1 LV & MV ALUMINIUM IN CONDUCTOR SIZES 50MM² AND LARGER WITH MINIMUM 18 WIRE CONSTRUCTIONS.

These cables must be sequentially marked with a 4mm wide tape which is inserted inside the conductor with the legend “STELLENBOSCH MUNICIPALITY” appearing at intervals of approximately 100mm on the tape. The cable embossing and drum markings shall include the following information below.

- STELLENBOSCH MUNICIPALITY
- Year of manufacture
- Voltage rating
- Conductor size
- Relevant SANS number as according to the specification
- Supplier’s name

19.4.1.2 LV & MV ALUMINIUM IN CONDUCTOR SIZES SMALLER THAN 50MM²

These cables must be sequentially marked with a 4mm wide tape, which is applied to the cable during the process of laying up the cores and must be present under or over the bedding layer. This tape will include the legend “STELLENBOSCH MUNICIPALITY”.

The cable embossing and drum markings shall include the following information below.

- STELLENBOSCH MUNICIPALITY
- Year of manufacture
- Voltage rating
- Conductor size
- Relevant SANS number as according to the specification
- Supplier’s name

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19.4.1.3	GENERAL			
a.	Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design.			
19.4.1.4	COMPLIANCE WITH STANDARD SPECIFICATIONS		Yes	No
a.	Armoured cables shall comply with the requirements	SANS 1507-3:2007		
b.	Unarmoured cables shall comply with the requirements	SANS 1507-6:2007		
c.	Saferdac cables shall comply with the mixture requirements	SANS 1411-6 & 1411-1		

19.4.1.5 LOW VOLTAGE CABLE JOINTS – RESIN SPICING KIT

		Compliance	
Item no	Description/ specification	YES	NO
19.4.1.5.1	The LV cable joint resin spicing kit must <ul style="list-style-type: none"> • Be equipped for armoured cables • Be tough and moisture proof • Have Long lasting physical and electrical protection • Be complete and shall include tape to insulate, ferrules, sealing mould ends and flame-retardant resin Max Voltage: 1.1kV • Include SABS performance test report. 		

19.4.1.6 CABLE GLANDS AND RUBBER SHROUDS ADJUSTABLE (Nickel Plated Brass)

		Compliance		
Item no.	Description/ specification	Gland size	Yes	No
19.4.1.6.1	<ul style="list-style-type: none"> • Must comply with SANS 1213. • Adjustable-fits any size armouring. • Gearbox Action to ensures unprecedented clamping force. • Loose Cone to ensures best armour grip. • To be completely re-usable. • To be adaptable to other thread types. • To be convertible for use with unarmoured cable. 	1		
19.4.1.6.2		2		
19.4.1.6.3		3		
19.4.1.6.4		4		
19.4.1.6.5.		5		

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19.4.1.7 HEAT-SHRINK CABLE BREAKOUT BOOT

Item no.	Description/ specification	Boot size (mm ²)	Conductor size (mm ²)	Type	Compliance	
					Yes	No
19.4.1.7.1	To be manufactured from a high-quality cross-linked polymer compound. Suitable for terminating and sealing of low voltage cables, plastic, paper and rubber. Breakouts to be internally coated with a hot melt adhesive to prevent the ingress of moisture into the crutch are. Operating temperature range -30°C to +80°C. Good weather ability and UV resistance	16 x2C	1-25	EN2 30/8		
19.4.1.7.2		16 x4C	6-35	EN4 35/15		
19.4.1.7.3		35&70x4C	25-150	EN4 60/25		
19.4.1.7.4		95x4C	70-185	EN4 75/30		

19.4.1.8 SILICONE CABLE

Description/ specification		Compliance	
		Yes	No
Voltage rating	450/750 Volts		
Temperature Range	-60°C to + 180°C		
Flexibility Class	5		
Conductor Type	Tinned flexible high conductivity copper		
Industrial Material	Silicone rubber		
Sheath Colour	Red		
Core Colours	3Core Blue, Brown and Green/Yellow		

19.4.2 GALVANISED STREETLIGHT POLES & MOUNTING ARMS

19.4.2.1	GALVANISED STREETLIGHT POLE		Yes	No
19.4.2.1.1	SPECIFICATION:	i) 50year mean return period ii) Category 2 Class B structure iii) Altitude –Sea level iv) Pole Length 14m v) Planting 2m depth		
19.4.2.1.2	DESIGN CONDITIONS:	i) The poles must be designed to withstand a wind velocity of up to 150kph ii) The wind area of the pole must be calculated with a lantern wind area of 0.35m ² in addition		

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		to the tapering projected area of the pole iii) In the design of the poles the analysis must be based on the plastic theory, with result that all components have a – load		
19.4.2.1.3	CONSTRUCTION:	The construction of the poles must be from pre-formed steel pipe of various sizes welded together through reducers by means of continuous full strength butt welds, ie tubular stepped in sections.		
19.4.2.1.4	MATERIAL	The tubular material used is grade 300MPA to SABS 657 with welding conforming to SABS 1200 H minimum thickness 4mm.		
19.4.2.1.5	FINISH	The poles and all ancillary must be hot dipped galvanized to SABS 763 specification.		
19.4.2.1.6	BASE PLATE:	Planted poles are supplied with a loose base plate 400 x 400 x 4mm thick, which is attached to the pole shaft by means of 2 x M16 hook bolts.		
19.4.2.1.7	CABLE ENTRY:	A single cable entry 100 x 50mm wide is provided 400mm below ground level.		
19.4.2.1.8	PROTECTION SLEEVE:	The streetlight poles must be supplied with a ground sleeve 600mm long and 5mm thick. When planted the top portion of sleeve must be 100mm above ground level		
19.4.2.1.9	ACCESS OPENING:	A flush mounted door to be supplied with the poles as well as recessed Allen cap screw. Connection chamber to be at 2200mm/400mm above ground level.		
19.4.2.1.10	SPIGOT & ARM	Streetlight Bracket Galvanized Sleeve (42mm Spigot) – 150mm single 15° outreach arm as per streetlights at Newinbosch on R304		

19.4.3 ENERGY METERS

19.4.3.1	Solid State Programmable whole current meters, 400V, 20A -100A		
19.4.3.2	Plug-in General Packet Radio Services (GPRS) modem with external antenna for Item 19.4.3.1		
Compliance with standard specifications		YES	NO
a. Watt-hour meters – Alternating Current (AC) electronic meters for active energy	SANS 1799 -2004		
b. Electricity Metering Equipment (AC) – general requirements, test, and test conditions – Part 11: Metering equipment	SANS 62052 Part 11 – 2003		

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c. Electromechanical meters for active energy (Classes 0.5 1 and 2)	SANS 62053-11. (Part 11)		
d. Static meters for active energy (Classes 0.2S and 0.5S)	SANS 62053-22 (2003). Part 22 Replaced 60687 (1992)		
e. Electricity Metering Equipment (AC) – requirements Part 21: Static meters for active energy (Classes 1 and 2)	SANS 62053 Part 21 – 2003		
f. Electricity Metering – Data exchange for meter reading, tariff and load control – Part 21: Direct local data exchange	SANS 62056 Part 21 2003		
g. Automated Meter Reading for Large Power Users	SANS 473: 2006(NRS 071:2004)		
h. Code of Practice for Electricity Metering	SANS 474: 2006(NRS 057:2005)		

Ratings for item 19.4.3.1

	Unit	Value	YES	NO
a. Rated Voltage	V _{rms}	230/400		
b. Rated Maximum Amperage	A	100A		
c. System Frequency	Hz	50		
d. Accuracy Class(kWh)		1		
e. Accuracy class(kVArh)		2		

Constructional requirements for item 19.4.3.1

		YES	NO
1. Network and connection type	Three phase 4 wire		
2. Measuring	kW, kWh, kVA _r and kVA _r h all import and export values. Power factor.		
3. Ingress Protection (IP) rating	51 minimum		
4. Meter sealable (terminal cover)	Required		

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5. Display	Liquid Crystal Display and be able to display up to 7 digits		
6. Minimum life expectancy	10 years minimum		
7. Terminal arrangement and diameter size	BS5685, 50 mm ² or higher (item 1.1) And 2.5mm ² or higher (item 1.3)		
8. Optical Port (IEC 620556-21)	Required		
9. Auxiliary terminal must be fixed, and no additional attachments must be required	Fixed 6 x Pulse outputs and 4 x input pulses		
10. Communication port	RS 232(RJ12/RJ45) and		
	RS485(RJ12/RJ45)		
11. The meter shall retain the reading in memory in the event of a power failure.			
12. Means of powering the LCD display in the event of a power failure to be included as an optional extra if available.			
13. Meters to be compatible to Automatic Meter Reading. Details of the AMR compatibility shall be specified by the bidder.			
14. The successful bidder must provide the latest version of meter programming software, the complete installation thereof, adequate training and software manuals must be provided without cost prior to the supplying of meters			
15. All meters shall be calibrated at an accredited calibration laboratory and supplied with a calibration certificate.			
16. Failure to provide proof of certification may result in non-compliance on the tender.			
17. The meters must be suitable for surface mounting with front connections.			
18. The meter lower fixing screws shall only be accessible after breaking the terminal cover seal and removing the cover.			
19. A wiring diagram of the connections shall, be fixed to the inside of terminal cover.			
20. The meters must have internal battery.			

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21. The battery lifespan must be at least 3 years.		
22. The following facilities and programmable capabilities shall be provided: (a) A sealable manual reset button		
(b) The maximum demand readings must be date and time stamped.		
(c) The period of integration for the maximum demand shall be programmable to accommodate a 5 minute to a 60-minute setting.		
(d) A minimum of four programmable pulse outputs to accommodate kWh, kVAh or (kVArh -lag or lead), integration period reset, and month end reset. The output pulses must be voltage free, capable of switching 230 V AC and must be of an impulse action type .		
23. Time of use (TOU) (a) Meters must be fully programmable to accommodate Time-Of-Use (TOU) rates for a minimum of 7 TOU active energy registers which include a totalized energy register. (b) Must have a minimum of 4 seasons (c) Must have a minimum of 10 tier switches per day		
24. Access to allow for uploading (modification) of tariff schemes shall only be by means of unique passwords.		
25. Display requirements (Must have at least two display modes)		
26. DISPLAY MODE 1 minimum requirements 1) tariff name 2) date and time 3) energy and demand registers		
27. DISPLAY MODE 2 minimum requirements 1) voltage on each element 2) current on each element 3) instantaneous active power 4) instantaneous reactive power 5) instantaneous apparent power 6) instantaneous power factor		

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7) instantaneous active power on each element		
28. All items shall be fitted with an internal clock with a time drift of not more than 1 second per day.		
29. The meters must have memory capacity to store at least 4 channels of load profile data (30-minute integration period) for a minimum period of at least four months.		
30. The software to program and access and utilize all available Features and facilities of the meters shall be supplied at no cost. Upgrade software revisions shall be supplied at no cost when it becomes available. This software must be Microsoft windows compatible.		
31. Communication protocol shall be provided to any third party on request for AMR implementation at no charge.		
32. Suppliers could be requested to demonstrate their offered meter's AMR software capability on Council's existing system to determine compatibility. If not, the successful supplier must provide infrastructure at the Bidders cost, to achieve the functionality.		
33. Makings and labeling shall be according to the relevant standard		
34 Programmable display sequence with English display descriptors		
35 Meter must have no keypad. Only buttons to scroll the menu, reset and display information must be on the meter.		

Technical Specifications for item 19.4.3.2

	YES	NO
a. Plug-in modem to be power from the meters power supply		
b. Plug-in modem to be GPRS enabled and be able to be configured for Stellenbosch APN		
c. Software to configure the modem to be supplied at no cost		

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d. Plug-in modem must have a slot to insert a standard or micro or nano SIM Card if no SIM card slot available modem must have a chip SIM (Please specify)		
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Documentation for item 19.4.3.2

		Yes	No
a. Type test certificates (1set)	Required		
b. Installation, operating and maintenance instructions (1 sets)	Required		
c. Details of special tools required (1 set)	Required		
d. Calibration Certificate	Required		

19.4.3.3 MODEMS

General

Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design.

Compliance

Proof of ICASA registration of the device must be issued with the bid.
 All requirements shall be offered as a complete standard package unit. No separate additional features/units required for the modem to conform to our specification will be accepted.
 Bidder shall have available technical support (technicians) for possible callouts, site assistance as well as repairs on modems. Supporting documentation shall be issued.

Modem Requirements

No	Description	Yes	No
19.4.3.3	General		
19.4.3.3.1	The housing shall be manufactured of plastic or similar with connection information indicated on the faceplate.		
19.4.3.3.2	The overall dimension of the unit shall not exceed 130mm in width, 80mm in height and 60 mm in depth.		
19.4.3.3.3	The unit shall be DIN rail mounted.		
19.4.3.3.4	Modems shall have intelligent power management with "Watchdog" processor to manage the operation by resetting the modem under certain conditions. The modem shall reset under the following conditions:		

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	a. No network communication for two minutes		
	b. A maximum call duration of one hour		
	c. Periodic time out (twice a day)		
19.4.3.3.5	Modem must allow SMS configuration (APN parameters) as and additional option to the configuration by a physical communication cable and be remotely managed		
19.4.3.3.6	Modem must be able to switch between CSD and GPRS connections		
19.4.3.3.7	APN configuration to be stored in a modem		
19.4.3.3.8	Modem must have;		
	a. 1 x slot for standard SIM card and		
	b. 2 x chip SIM ready (1 x Vodacom and 1 x MTN)		
19.4.3.3.9	Temperature range: -10 to +55 Degrees Celsius		
19.4.3.4	POWER SUPPLY REQUIREMENTS		
a.	Power supply shall range between 90VAC – 260VAC		
b.	Power output: 2 Watt		
19.4.3.5	NETWORK FEATURES		
a.	Dual Band 900 / 1800 MHz		
b.	AT Command set		
c.	ETSI GSM Phase 2+ compliance		
d.	GPRS Class 10 (2G)		
19.4.3.6	CONNECTIONS PORTS		
19.4.3.6.1	Modem must have two connection ports which are;		
	1. RS232 housed in RJ12		
19.4.3.6.2	2. RS485 housed in RJ12		
19.4.3.6.3	Antenna connection must be a SMA (female)		
19.4.3.7	STATUS INDICATORS		

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19.4.3.7.1	The modem must have the following LED indicators		
	a. Power on/off indicator		
	b. GSM/GPRS status indicator		
	c. Transmit indicator – to indicate outgoing data		
	d. Receive indicator – to indicate incoming data		
19.4.3.8	PROGRAMMING CAPABILITY(ARCHITECTURE)		
19.4.3.8.1	The microcontroller of the modem must have a firmware that supports the following features;		
	a. TCP/IP Server		
	b. CSD Server		
	c. SMS Server		
19.4.3.9	ANTENNA		
a.	Antenna must have a magnetic base with 5dBi gain and with a 3-meter cable		

19.4.4 CURRENT TRANSFORMERS

No	Description		
19.4.4.1	General		
	Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design. This specification covers the requirements for small power distribution boards. The small power distribution boards shall be manufactured in accordance with SANS 60044 The specific requirements for Stellenbosch Municipality are specified below. Where conflicting requirements with the SANS 60044 occur, this specification shall take precedence.		
19.4.4.2	Compliance with standard specifications	Yes	No
	Instrument transformers: Part 1 Current Transformers	SANS 60044 Part 1 –2003	
19.4.4.3	Constructional Requirements – General	Yes	No
	Type Fully Encapsulated Insulation	Ring/Square Required Suitable for indoor use	

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	Mounting Ring Mounting Square Secondary wiring terminals Terminal housing Ring/Square	Slots brackets for panel mounting Fitted with screws to fit to buss bar Brass Sealable		
19.4.4.4	General notes		Yes	No
	1.Name plates shall be of metal with the details indelibly marked thereon and shall be riveted to the base or fixed to the transformer in a position where it can be easily read. 2. No paper, plastic or similar labels are acceptable. 3. All terminals shall be clearly marked that they are visible from the outside. 4.Failure to provide proof of certification may result in non-compliance on the tender			
19.4.4.5	Marking and labelling		Yes	No
	As per relevant SANS document			
19.4.4.6	Documentation		Yes	No
	Type test certificates(1set) Installation, operating and maintenance instructions (1set) Calibration Certificate	Required Required Required for each ct		
19.4.4.7	General			
	Price to include supply of goods and delivery to the Municipal Store in Stellenbosch. Equipment shall only be newly manufactured. No second hand or refurbished equipment.			

19.4.5 Square type current transformers

ITEM	Range	Inner Diameter	VA	Dimensions	Classes	Fault Rating	Rated Voltage	System Frequency
19.4.5.1	100/5	32mm	5	H145mmxW144mm x D80mm	0.5	20kA for 1s	Vrms 600	50 Hz

19.4.6 BARRIER TAPE

					Compliance	
Item no.	Description/specification	Colour	Length (m)	Width (mm)	Yes	No
19.4.6.1	Red and White plastic Barrier Tape	Red & White	500m	75mm		

19.4.7 ELECTRICAL CABLE WARNING TAPE (DANGER TAPE)

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					Compliance	
Item no.	Description/ specification	Colour	Length (m)	Width (mm)	Yes	No
19.4.7.1	Orange or Yellow plastic without adhesive with a warning message "ELECTRIC CABLE BELOW"	Orange or Yellow	500m	150mm		

19.4.8 LUMINAIRES Part A

TECHNICAL REQUIREMENTS OF LIGHT EMMITING DIODE (LED) STREETLIGHT AND LUMINAIRES

The following standards contain provisions which, through reference in this text, constitute requirements of this specification

Item No	Specification Item	Description	Yes	No
19.4.8.1	IEC 60598-1	Luminaires – Part 1: General requirements and tests		
19.4.8.2	IEC 60598-	Luminaires – Part 2: Particular requirements Section 3 Luminaires for road and street lighting		
19.4.8.3	ISO 4762	Hexagon socket head cap screws		
19.4.8.4	SANS 529	Heat-resisting wiring cables		
19.4.8.5	SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test method		
19.4.8.6	SANS 1088	Luminaires entries and spigots		
19.4.8.7	SANS 60529	Degrees of protection provided by enclosures (IP Code)		
19.4.8.8	SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1 900/3 300V) Part 3: PVC Distribution cables		
19.4.8.9	SANS 1574	Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC insulated cores and cables		
19.4.8.10	SANS ARP 035:2014	Guidelines for the installation and maintenance of street lighting		
19.4.8.11	SANS 61000-3-2	Electromagnetic compatibility (EMC) Part3-2: Limits for harmonic current emission (equipment input current.		
19.4.8.12	OHSACT (Act 85 of 1993)	Occupational Health and Safety Act and regulations 1.2.13		
19.4.8.13	ARP 035.2015	Guidelines for installation and maintenance of streetlights		

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Item No	Description	Yes	No
19.4.8.14	General		
a.	The luminaires shall be Class 1 of IEC 60598-1 and be of the totally enclosed type. Luminaire shall be delivered completely assembled with housing, driver, and LED module and protector lens		
b.	The luminaire output shall be provided as nominal flux at Tq of 3		
c.	The colour temperature of the luminaires shall be neutral white, 4000K and a colour rendering index of 70 (minimum).		
d.	<p>The luminaires shall deliver 80% of the initial lumens, when installed for a minimum of 60 000 hours. The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LED'. The LED light source test data shall provide the expected data for at least 25% of rated LED light source lifetime, i.e. 15 000 hours.</p> <p>Documentary evidence of this shall be submitted as annexure</p> <p>The following information and conditions shall be met:</p> <ul style="list-style-type: none"> • The LED light source(s) have been tested according to LM-80-08 • The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report. • The LED light source(s) manufacture shall indicate a temperature measurement point (Ts) on the light source(s). • The Ts is accessible to allow temporary attachment of a Thermo couple for measurement of in-situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with a flexible sealant allowable. • For the hottest LED light source in the luminaire, the temperature measured at the Ts is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current. 		
e.	The LED module or array shall be designed in such a manner that the failure of one LED shall not cause failure of luminaire Documentary evidence of this shall be submitted.		
f.	Temperature sensors shall be fitted as protection devices to the luminaire, placed directly next to the LEDs. These shall not switch off the luminaire manages its temperature, through the use of sensors and the effect on lumen maintenance, shall be supplied		
g.	The entire assembly and testing of the complete LED luminaire shall be undertaken within an ISO 9001 certified factory, within South Africa.		
19.4.8.15	IP Rating		
(a)	The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the driver and LED module compartments, when normally mounted as per SANS 475		
19.4.8.16	CONSTRUCTION OF LUMINAIRES		

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(a)	Luminaires shall be suitable for operation at an ambient temperature, Ta, of 3C. Fixing devices, junctions, water. Pockets and ledges in which condensation may accumulate shall be avoided.		
(b)	The luminaires shall contain a heat sink with no fans, pumps or liquids, and the design thereof on the external surfaces shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring continuous effective cooling. Heat from the LED source should take the shortest path to the exterior by direct conduction or any other reliable form of cooling that will not compromise the useful life of the LEDs		
(c)	The luminaires shall have aluminium housings of grade EN1706 AC-44300(or higher) aluminium alloy. This shall be substantiated by an independent metallurgical report confirming the grade of aluminium for the luminaires offered.		
(d)	Luminaires shall be supplied in raw aluminium and shall not be powder coated.		
(e)	Ferrous components shall be hot dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application		
(f)	External small components (such as toggle clips, bolts, screws, nuts, washers) shall be stainless steel (grade 304 or better). •Due attention shall be paid to the accessibility of parts and to other requirements necessary for efficient maintenance and cleaning,where required. If screws are used to secure covers, they shall be held captive when opened. •The upgrading and/or service of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of hinging mechanism. • Various items/components such as the aluminium housings, printed circuit boards (PCB's), glass and stainless-steel latches/clips shall be manufactured (not simply assembled) in South Africa.		
19.4.8.17	MOUNTING		
(a)	Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 1088:1990		
(b)	Attachment of the luminaire base casting to its bracket arm should be by means of at least two stainless steel M8 grub screws into stainless steel sockets or any other methods to prevent catholic corrosion between stainless steel and aluminium. The attachment of the luminaire should be designed to withstand wind speeds of up to 150 km/hour on the projected surface of the luminaire, without due deflection.		
19.4.8.18	OPTICS		
(a)	The luminaire shall be able to be equipped with variety of lenses, providing the desired light distribution, ensuring a great diversity of light distributions for different applications. A minimum of 15 different optic distributions shall be available for flexibility of lighting designs, ensuring compliance to lighting requirements per application.		
(b)	Luminaires should be photo metered according to the C-Gamma system as detailed in CIE Publication No. 27. For LED luminaires with nonreplaceable		

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	LED modules, the intensity values shall be given in candela. The results should be published in an intensity distribution table, indicating the intensity in cd/klm at each horizontal and vertical angle. The intensity distribution table should be converted by an accredited test facility and/or luminaire supplier into a suitable electronic format for use with any of the commercially available lighting computer programs.		
19.4.8.19	PROTECTOR		
(a)	The protector shall be high-impact, toughened, clear flat glass.		
(b)	The protector shall form a seal completely preventing the entry of moisture, dust and insects into the lamp housing. A one-piece gasket, made of silicon sponge material, shall be fitted into groove in the housing and shall be seated in a manner ensuring the integrity of the IP66 rating and shall not work loose during maintenance of the luminaire		
19.4.8.20	POWER SUPPLY OR DRIVER REQUIREMENTS		
(a)	LED module(s) drivers shall be housed fully within the sealed body of the luminaire		
(b)	The output frequency of the drivers shall be 100Hz or greater, to avoid visible flicker. The harmonic distortion levels of the LED module driver(s) shall comply with the limits as stipulated in SANS 61000-3-2		
(c)	The LED module driver(s) shall operate at a power factor of 0,95 or greater, and the harmonic distortion levels shall be limited so as to not cause interference on the electrical network.		
(d)	The power supply or driver compartment shall be sealed in the same manner as described in items 2.5.1 and 2.5.2		
(e)	The power supply or driver shall be able to withstand surges of up to 10kV/10ka by means of an external inline fused surge protection device mounted inside the gear compartment. This surge protection shall be easily replaceable		
(f)	The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum lifetime of equipment		
(g)	The lifetime of the power supply or driven shall be 100 000hrs with 90% survival over the lifetime		
19.4.8.21	EARTHING		
(a)	The luminaire shall be earthed in accordance with Clause 13 of the Electrical Machinery Regulations of the OHSACT (Act 85 of 1993)		
(b)	Metal parts of luminaires which may become alive in the event of insulation fault and which are not accessible when the luminaire is mounted, but liable to come into contact with the supporting surface, shall be permanently and reliably connected to an earthing terminal and shall withstand the test specified in IEC 60598-2-3.		
(c)	Earth connections shall be effected by means of suitable lugs in a manner avoiding all possibility of electrolytic corrosion		
19.4.8.22	WIRING		
(e)	1 The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperature		

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(f)	Wiring to the LED module compartment shall be suitably grommet, ensuring a perfect seal between compartments		
(g)	The supply terminals shall accept 4mm ² wires and easily accessible. No part of the cover shall damage the supply wires when closed.		
(h)	A clamp fitted for fastening supply wires to body of fitting.		
(i)	Have a supply lead 1,5mm silicone cap tire 10m long. With a 5A Barrel Fuse fitted on wire in, the fitting.		
19.4.8.23	GUARANTEE		
(a)	All luminaires offered shall have a minimum guarantee period of five years		
(b)	The scope of this guarantee includes the LED module drivers, luminaire housing, LED module(s), brackets and protector		
(c)	If luminaires are found to have failed within this period as a result of poor manufacturing processes and/ or poor materials it shall be replaced free of charge by the manufacturer		

19.4.9 DAY/NIGHT SWITCHES

ITEM No	DESCRIPTION	Max Switching capacity	Voltage(V)	Width(mm)	Height (mm)	Yes	No
19.4.9.1	To be convenient for wall or any other flat surface mounting. Watertight junction box to be equipped with strip connectors, brackets, six side inlets and one rear inlet to ensure installation versatility. Side inlets to be M20 treaded with re-insertable knock outs	16	230	87	87		
19.4.9.2	To be suitable for mounting inside enclosures such as substations, electrical boxes and streetlight luminaires. Equipped with M20 entry, terminal block and 300mm wire leads. Fixing the daylight switch may be either by the enclosed bracket or by securing a 20mm diameter hole with the enclosed locknut together with rubber seals.	16	230	32	68.8		

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19.4.10 LUMINAIRES (Part B)

ITEM NO	Description	Compliance	
		YES	NO
	<p>SCOPE</p> <p>This specification details the manufacture, testing, supply and delivery of street light luminaires, as specified below. The street light luminaires shall be suitable for use with light emitting diode (LED) technology.</p>		
	CIE Publication 27	Photometry of luminaires for street lighting	
	SATS 17576:2014	Light-emitting diode products for interior lighting, streetlighting and floodlighting — Performance requirements	
	IEC 60598-1	Luminaires - Part 1: General requirements and tests	
	IEC 60598-2-3	Luminaires - Part 2: Particular requirements - Section 3: Luminaires for road and street lighting	
	SANS 475	Luminaires for interior lighting, streetlighting and floodlighting Performance requirements	
	SANS 529	Heat-resisting wiring cables	
	SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods.	
	SANS 1088	Luminaire entries and spigots	
	SANS 60529	Degrees of protection provided by enclosures (IP Code)	
	ISO 4762	Hexagon socket head cap screws	
	SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 3: PVC Distribution cables	
	SANS 1574	Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC-insulated cores and cables	
	SANS ARP 035	Guidelines for the installation and maintenance of street lighting	
	OHSACT (Act 85 of 1993)	Occupational Health and Safety Act and Regulations	
	SANS 61000-3-2	Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)	

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	IEC 61000-4-5	Electromagnetic compatibility (EMC) - Surge immunity test	
	IEC 55015	Limits and methods of measurements of radio disturbance characteristics of electrical lighting and similar equipment	
	IEC 5502	Information technology equipment. Radio disturbance characteristics	
	<p>TECHNICAL REQUIREMENTS OF LED STREETLIGHTING LUMINAIRES</p> <ul style="list-style-type: none"> • The luminaires shall be delivered completely assembled with housing, driver, LED module and lens. • Luminaires shall be Class 1 of IEC 60598-1 and be of the totally enclosed type. • The luminaire output shall be provided as output flux at Tq of 25 °C, Nominal flux will not be considered. • The colour temperature of the luminaires shall be neutral white, 4 000K. No other colour temperature will be accepted. • The colour rendering index of the luminaires shall be 70 (minimum). • The performance of LED luminaires shall be verified by designing the lighting of the appropriate road as per SANS ARP 035 on request. • The luminaires shall deliver 90% of the initial lumens, when installed for 100 000 hours with a 10% maximum LED failure rate (L90B10). The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs. • The LED light source test data shall provide the expected data for at least 25% of rated LED light source lifetime, i.e.15 000hrs • The following information and conditions shall be met and the manufacturer shall supply test data that includes, but is not limited to, the following: <ul style="list-style-type: none"> • The LED light source(s) have been tested according to LM-80-08. • The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report. • The LED light source(s) manufacturer prescribes/indicates a temperature measurement point (Ts) on the light source(s). • The Ts is accessible to allow temporary attachment of a thermocouple for measurement of in-situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with putty or other flexible 		

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	<p>sealant is allowable.</p> <ul style="list-style-type: none"> For the hottest LED light source in the luminaire, the temperature measured at the Ts is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current. Temperature sensors shall be fitted as protection devices to the luminaire, placed directly next to the LEDs. These shall not switch off the luminaire completely. Full details of how the luminaire manages its temperature through the use of sensors and the effect on lumen maintenance shall be supplied. The luminaire shall be designed in such a manner that there is a thermal separation between the optical and gear compartments. This will allow air to freely flow through and ensure optimal cooling of the luminaire especially during possible daytime maintenance. Lifespan estimation deterioration curves of LED to be submitted for various design currents, e.g. 350 mA, 500 mA, 700 mA, etc. on request. The complete assembly and testing of the LED luminaire/s shall be undertaken in South Africa, within an ISO 9001 certified factory. Luminaires shall further comply with the following standards: <ul style="list-style-type: none"> IEC 55015 "Limits and methods of measurements of radio disturbance characteristics of electrical lighting and similar equipment" IEC 5502 "Information technology equipment. Radio disturbance characteristics." IEC 61000-4-5 "Electromagnetic compatibility (EMC) - Surge immunity test" <p>IP Rating</p> <p>The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the control gear (driver) and optical (LED engine) compartments, when normally mounted as per SANS 475.</p> <p>Construction of Luminaires</p> <ul style="list-style-type: none"> The housing shall be robustly constructed, weatherproof, hailproof, insectproof, corrosion proof, ultra-violet light resistant and vandal resistant. Luminaires shall be suitable for operation at an ambient temperature, Ta, of 35 °C. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall 	
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	<p>be avoided.</p> <ul style="list-style-type: none"> • The luminaires shall contain a heat sink with no fans, pumps or liquids, and the design of the heat sink shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring effective heat dissipation. Heat from the LED source should take the shortest path to the exterior by direct conduction or any other reliable form of cooling that will not compromise the useful life of the LEDs. • Luminaires shall have three separate compartments being: the optical compartment with LED engine, the control gear compartment and the spigot compartment, and shall have a minimum degree of protection of IP66 for the optical and control gear compartments. • The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. Additionally, the top surface shall be slightly curved in shape. • The luminaires shall have die cast aluminium housings and shall be of grade EN1706 AC44300, (or higher) aluminium alloy. Bidders shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The Municipality reserves the right to submit luminaires for metallurgical testing when necessary. • The luminaires shall be supplied in raw aluminium finish. i.e. The finish shall be unpainted. • Ferrous components shall be hot dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application. • Small components (such as toggle clips, bolts, screws, nuts, washers) shall be manufactured of stainless steel (grade 304 or better) • The replacement (upgrading and service) of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of a hinging mechanism, or other such simple method which does not require tools, to allow integration of future technological development of LEDs and power supply. • 3.3.10 The driver shall be mounted internally and be replaceable with the aid of commonly available hand tools. • 3.3.11 The luminaire housing shall incorporate an IP 68 rated air pressure relief valve to ensure longevity and reliability on the total luminaire IP rating as well as reducing potential condensation on the polycarbonate 	
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	<p>protector.</p> <p>Mounting</p> <ul style="list-style-type: none"> Galvanised mild steel supporting spigot to such a degree that deterioration by electrolytic action will not occur. Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 1088:1990 as follows: For Type 2 luminaires (side entry): Nominal size - 42 mm. The luminaire shall be secured on its spigot by at least two stainless steel M8 screws as specified in ISO 4762, which are screwed into stainless steel sockets or any other proven method to prevent cathodic corrosion between stainless steel and aluminium. The construction of the housing shall be such that cracking cannot occur during the process of fixing the luminaire to the pole or bracket. The attachment of the luminaire should be designed to withstand wind speeds of up to 150 km/h on the projected surface of the luminaire without due deflection. The luminaire will be fitted with a spirit level to ensure ease of true horizontal mounting. <p>Protector</p> <ul style="list-style-type: none"> The photometrical lens, covering each individual LED, shall not be exposed directly to the elements of nature and will have a separate high impact, IK10 rated, clear flat polycarbonate protector covering the complete optical (LED) compartment. The protector shall form a seal completely preventing the entry of moisture, dust and insects into the optical (LED) compartment. A one-piece gasket of silicon sponge material shall be used for this purpose. Gaskets shall not deteriorate or suffer permanent deformation due to light, heat or compression, to which they will be exposed in practice, during the life of the luminaire. The gasket shall be fitted into a groove in the housing and shall be seated in a manner ensuring the integrity of the IP66 rating and shall not work loose during maintenance of the luminaire. 	
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	<p><u>Power Supply or Driver Requirements</u></p> <ul style="list-style-type: none"> • LED module(s) drivers shall be housed fully within the body of the luminaire and be suitable for operation with the specified rating of luminaire. • The output frequency of the drivers shall be 100 Hz or greater, to avoid visible flicker. • The LED module driver(s) shall be equipped with 1-10V dimming feature for further energy savings if required via a preprogrammed step dimming scene if and when required. • The LED module driver(s) shall operate at a power factor of 0,95 or greater, and the total harmonic distortion levels shall be less than 20% so as to not cause interference on the electrical network and shall comply with the limits given in SANS 61000-3-2. • The control gear (or driver) compartment shall be sealed in the same manner as described in items 3.5.2 and 3.5.3. • The control gear (or driver) compartment shall be so designed that there is sufficient space to permit repairs, replacement of components and reassembly without difficulty and without the removal of the luminaire from its mounting. • The power supply or driver shall be able to withstand surges of up to 10kV/10kA by means of an external, inline fused surge protection device. This surge protection device shall be easily replaceable and it shall fail in an open circuit mode to protect the luminaire from further surges. • The lifetime of the power supply (driver) shall be 100 000hrs with 90% survival over the lifetime. • The power supply (driver) shall incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment. <p>Earthing</p> <ul style="list-style-type: none"> • The luminaire shall be earthed in accordance with Clause 13 of the Electrical Machinery Regulations of the OHSACT (Act 85 of 1993). • Metal parts of luminaires which may become live in the event of an insulation fault, which are not accessible when the luminaire is mounted but liable to come into contact with the supporting surface, shall be permanently and reliably connected to an earthing terminal and shall withstand the test specified in IEC 	
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	<p>60598-2-3.</p> <ul style="list-style-type: none"> • Protection against electric shock shall be maintained for all methods and positions of installation in normal use. Protection shall also be maintained after removal of all parts which can be removed by hand. • Earthing terminals shall comply with sub-clause 7.2 of IEC 60598-All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces. • All earth connections shall be effected by means of suitable lugs appropriately made to avoid all possibility of electrolytic corrosion. • An earth connection shall be provided in all instances, even if the luminaire is fully insulated and even if all conductive parts, which could become live in the event of an insulation fault, are not accessible. This is to facilitate future wiring should the luminaire be replaced by a unit which requires an earth connection. <p>Wiring</p> <ul style="list-style-type: none"> • The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperature encountered in service. Wiring colours shall be: live-brown (or red), neutral-blue (or black) and earth-green/yellow. • Wiring to the LED module compartment shall be suitably grommited, ensuring a perfect seal between compartments and protection of the wiring. • The supply terminals shall accept 4mm² wires and be easily accessible. No part of the cover shall damage the supply wires when closed. • The electrical power supply shall automatically disconnect when the luminaire is opened, typically through the use of a blade/knife switch connector, allowing safe access to the inner components. <p>Optics</p> <ul style="list-style-type: none"> • Although the LED streetlight luminaire shall be supplied with a specific and stated optic distribution, various different optic distributions shall be available as a standard, at no extra cost. This is to ensure that specific distributions may be considered, per project type, for upgrading of existing installations as well as new installations. 	
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	<p>Maximum weight & Aerodynamic resistance of LED streetlight luminaires</p> <p>Due to most installations being a retrofit of existing infrastructure, a maximum weight & aerodynamic resistance limit will apply for the replacement unit to ensure that historical pole loading is not exceeded. Detail of each is tabled below.</p> <p>LED STREETLIGHT LUMINAIRE MARKINGS</p> <p>Each luminaire shall be distinctly marked in clear lettering on the outside of the control gear compartment, with the following information: Rated wattage of luminaire in accordance with the description specified, e.g. 50 W LED. The name of supplier followed by the luminaire model, e.g. SUPPLIER X, LUMINAIRE MODEL NAME Each luminaire shall bear the name or trademark of the manufacturer and the date of manufacture Luminaires delivered without the specified markings shall be rejected.</p> <p>LED STREETLIGHT LUMINAIRE PACKAGING</p> <p>Each luminaire shall be delivered completely assembled ready for use and shall be individually packed in suitable containers such as cardboard boxes. The containers shall be marked with appropriate description and stock code of the luminaire contained within.</p>	
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	<p>LED LUMINAIRE DOCUMENTATION AND TEST REPORT TO BE SUBMITTED WITH THE OFFER</p> <ul style="list-style-type: none"> • Full technical and descriptive details, relating to all the items offered in this enquiry shall be submitted so the offer can be fully evaluated. Failure to provide the documents & test reports below may result in the rejection of the Bid: This shall include: • Name of LED luminaire. • Luminaire product sheet stating all relevant information ie, weight, aerodynamic resistance, wattage, output lux, ect. • LM-80-08 test report for the LED's used in the luminaire • Type test according to IEC 60598-1:2004 and IEC 60598-2-3:2003 • IP rating test reports for all items offered in accordance with SANS 60529. • Bidders shall submit a metallurgical report confirming the grade of aluminium of the aluminium housings. • ISO 9001:2015 certificate of the factory producing the luminaires • The test reports shall be issued by SANS or IEC accredited test authority. <p>LED LUMINAIRE SAMPLES</p> <p>When samples are requested for evaluation, properly labelled samples (Contract/Enquiry number, the item number and the bidding company name) shall be <u>delivered</u> to (Customer Name) (Customer Name) reserves the right to submit samples to such tests as deemed reasonable and necessary.</p> <p>GUARANTEE</p> <p>All luminaires offered shall have a minimum guarantee period of <u>five years</u>. If luminaires are found to have failed within this period as a result of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.</p>	
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19.4.11 METERING AND DISTRIBUTION KIOSK

No	Description			YES	NO
19.4.11.1	GENERAL: POLYETHYLENE KIOSK				
i.	Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully Responsible for the design and its satisfactory performance in service. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design.				
ii.	The specification covers the requirements for meter kiosks and distribution kiosks. Meter kiosks and distribution kiosks shall be manufactured in accordance to NRS 056 part 1. The specific Requirements for Stellenbosch Municipality are specified below. Where conflicting requirements with NRS 056 occur, this specification shall take precedence.				
19.4.11.2	COMPLIANCE WITH STANDARD SPECIFICATIONS			YES	NO
i.	Service Distribution Boxes –Meter Kiosks and Distribution Kiosks –Part 1: Low-voltage non-steel meter kiosks for use in underground networks	NRS 056 -1:2005			
ii.	Low-voltage switchgear and control gear assemblies (distribution boards) with a rated short-circuit withstand strength up to and including 10kA	SANS 1765:2003			
19.4.11.3	CONSTRUCTIONAL REQUIREMENTS			YES	NO
i.	Material	Ultra-violet stabilized Linear Low Density Polyethylene (LLDPE) using rotational moulding			
ii.	Construction	Design of the unit to be such that all external surfaces are —roundedll to pre be rigidly moulded and have high impact resistance and dielectric strength. LLDPE used must be chemically resistant and resistant to deterioration from prolonged contact with soil and/or moisture. Must be resistant to abrasion and heat and specifically treated with stabilizing additives to provide enhanced UV breakdown resistance. Materials used must be free from blow holes and defects.			
iii.	Mounting frame	Root and frame must be moulded as one self-supporting polyethylene equipment mounting panel, so as to decrease to likelihood of condensation. The frame must contain a 19mm wooden block board inserted the whole width and length of the frame.			
iv	Colour	Dark Grey/Avocado Green			
v.	Roof	pitched roof only			

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vi.	Doors & Hinges	Must be manufactured from polyethylene. Must have a 40 x 40mm internal stiffener. Danger labels on the doors must be of the mould-in graphic type. Open at least 130 degrees with hinges being an internal part of the moulding process. Piano hinges not acceptable. All kiosks 9-Way and bigger shall be fitted with at least 3 door hinges. Doors must be removable for ease of installation, maintenance, or replacement. Stainless steel standard pad lockable facilities to be provided for both doors. A polyethylene legend holder with card must be riveted to the inside of the consumer door. All rivets, bolts, nuts, washers and set screws must be stainless steel		
vii.	Cable Termination	Galvanised heavy duty Unistrat 40 x 20mm to be installed on both the incomer and consumer side of the kiosk, for cable termination		
viii.	Busbars	Must be fitted with high conductivity tinned copper phase, earth, and neutral busbars (predrilled prior to tinning or galvanising) Phase busbars must be capable of accommodating 3 x 300mm cables (per phase) and must be heat shrink colour coded red, white, and blue and vertical mounted on polyethylene busbar holders. A polyethylene busbar shroud, marked with a Mould-in graphics danger, as well as a trifoliolate danger live busbar label, which is enclosed on top and sides for safety, to be fitted over the phase busbars. Must be fitted with close tolerance stainless steel bolts, nuts, and washers at all connecting points Neutral and earth bars are to be fitted to the consumer side of the kiosk and must extend through to the incoming side (no interconnection cables will be allowed) Both these bars to be connected by means of 70mm wire (green), bolted to Unistrat		

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19.4.11.4 NUMBERS AND TYPE OF METERS IN DOUBLE DOOR KIOSK

	1PH KWH	3PH KWH	1PH SPLIT	3PH SPLIT	
4Way	4	2	8	2	
6Way	6	2	8	2	
9Way	9	4	14	4	
12 Way	12	6	14	4	
19.4.11.5	TEST			Yes	No
i,	Test reports for type and routine tests as per NRS 056- part 1 to be provided				
ii,	Test to be done by an accredited laboratory				
19.4.11.6	MARKING			Yes	No
i,	Marking as per NRS 056 part 1:2005 to be provided				
19.4.11.7	GENERAL			Yes	No
i,	Prices to include supply of goods and delivery to the Municipal Store in Stellenbosch. Equipment shall only be newly manufactured. No second hand or refurbished equipment. A sample of each standard size shall be supplied if requested. All kiosks to be equipped with Surge Arrestors as specified				
19.4.11.8	POLYETHYLENE DISTRIBUTION STUBBY SPECIFICATIONS				
i,	Stubby to be manufactured out of polyethylene type LLDPE				
ii,	Stubby to consist of top measuring 700(h) x 340(w) x 220(d) and a separate root base measuring 410(h) x 400(w) x 430(d) Root to have mounting flange all round				
iii,	Top to be secured to root through internal frame with polyethylene locking pin				
iv,	Stubby " MUST " — have removable internal polyethylene back board				
v,	Backboard to be fitted with unistrut- two rows of din rail including separate earth & neutral bar (32mm x 6mm) complete with bolts, washers & nuts-Equipped for at least 2x95mm and 12 x 16mm crimping lugs 70mm Insulated Earth Link between neutral and earthbar Busbars predrilled prior to tinning or galvanising				

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vi,	Full set of vertical busbars and must be fitted with high conductivity tinned copper phase, earth and neutral busbars (predrilled prior to tinning or galvanizing) Phase busbars must be capable of accommodating 2 x 120mm cables (per phase) and must be heat shrink colour coded red, white and blue and vertical mounted on polyethylene busbar holders (predrilled prior to tinning or galvanising)		
vii,	Combination busbars circuit breaker shroud around internal back board		
x,	Internal back board must be able to accommodate 12 x Curve 1 breakers and surge arrestors as specified		

19.4.11.9 LOW VOLTAGE STEEL STUBBY"S (3CR12)

19.4.11.9.1 SCOPE

This specification sets out requirements for low-voltage (LV) steel meter kiosks for use in underground networks.

19.4.11.9.2 NORMATIVE REFERENCES

- IEC 60715: 1981, *Dimensions of low voltage switchgear and control gear. Standardized mounting on rails for mechanical support of electrical devices in switchgear and control gear installations. (inc Admit 1)*
- SANS 1091:1975, *National Color Standards for paint.*
- SANS 1507-1: 2002, *Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 000 V) — Part 1: General.*
- SANS 1186-1: 2003, *Symbolic safety signs — Part 1: Standard signs and general requirements*
- DIN 17441, *Stainless steel: technical delivery conditions for cold rolled strip and slit strip and for plate and sheet cut there from.*
- BS 5685-1: 1979: *Electricity meters — Part 1: Specification for class 0,5, 1 and 2 single-phase and poly-phase, single rate and multi-rate watt-hour meters*

19.4.11.9.3 TERMS AND DEFINITIONS

- a. Circuit breaker Compartment:**
That part of a kiosk where the circuit breakers are installed and connected to the busbars.
- b. Busbar Compartment:**
That part of a kiosk where the network cables are terminated and connected to busbars.
- c. Metering compartment:**
That part of a kiosk where the meters are installed, and service cables terminated and connected to meters.

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19.4.12 REQUIREMENTS

19.4.12.1	KIOSK REQUIREMENTS	YES	NO
a.	The entire kiosk shall be manufactured from a minimum of 2 mm thick 3CR12 steel		
b.	The completed kiosk shall have an IP rating of 3 for protection against touching live parts, and it shall have an IP rating of 3 for protection against ingress of liquids. [IP33]		
c.	The kiosk shall be suitable for ground mounting.		
d.	The final color of the box shall be in accordance with SANS 1091.		

19.4.12.2	KIOSK CONSTRUCTION	YES	NO
a.	The kiosk shall include two sliding doors for access to busbar and metering compartment and a top hinge lid for access to the circuit breaker compartment.		
b.	The lid shall be equipped with a drop-key lock.		
c.	The kiosk shall be constructed from pickled, passivated and powder coated 3CR12. Both the exterior and interior of the kiosk shall be powder coated		
d.	Ventilation ports on both sides, spider-proof.		
e.	Fabrication of 3CR12 steel kiosks		
f.	All cutting, forming, forging, machining, welding, fastening, annealing, stress relieving, post weld cleaning and coating shall comply with the internal standards of the manufacturer of 3CR12 steel.		
g.	In all cutting operations, whether thermal or mechanical, carried out on 3CR12 steel, no contamination by ferrous (iron or steel) material or particles shall take place. Sharp or rough edges shall be removed by manual grinding or filing.		

19.4.12.3	WELDING	YES	NO
a.	For Manual Metal Arc (MMA) welding type 309L electrodes are recommended for welding 3CR12 steel, although E308L and E316L may also be used.		
b.	For Tungsten Inert Gas (TIG), Metal Inert Gas (MIG) and Plasma arc welding (PAW) the recommended welding consumables are AWS A5.9 ER309L, ER308L or ER316L.		
c.	When welding stainless steel studs, bolts, or nuts onto 3CR12 steel the weld consumable shall be the AWS class 309L to avoid excessive weld		

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	metal dilution.		
d.	Where the manufacturer is using stud welding onto 3CR12 steel, 304L stainless steel studs shall be used.		
e.	Spot welding (resistance welding) shall only be used on parts of the kiosk that are not directly in contact with the outside atmosphere.		

19.4.12.4	POST-WELD CLEANING (PICKLING AND PASSIVATION)	YES	NO
a.	To prevent corrosion at the welded areas it is necessary to remove all traces of discoloration and scale from the welded areas. This can be done chemically or mechanically and afterwards the kiosk shall be passivated.		
b.	Mechanical cleaning may be done by wire brushing, grinding, using abrasive power tool pads or abrasive blast cleaning. A stainless-steel wire brush shall be used for wire brushing and it shall be dedicated for use with 3CR12 steel. Only dedicated grinding discs based on alumina shall be used when grinding 3CR12 steel. The abrasive used for abrasive blast cleaning shall be stainless steel shot, copper slag, glass beads or alumina, totally free of metallic iron, iron oxides or chlorides		
c.	Chemical cleaning or pickling of 3CR12 steel shall be carried out using formulations based on Nitric acid (HNO ₃) and Hydrofluoric acid (HF) designed specifically, for 3CR12 steel. Dipping is the preferred method for applying the chemicals. Pickling formulations are aggressive towards 3CR12 steel and pickling shall be supervised to ensure that exposure periods are no longer than the minimum required removing discoloration. Thorough washing with copious quantities of clean cold water are required after pickling to remove all traces of the acids used.		
d.	Passivation of 3CR12 steel shall be carried out within as short a period after post-weld cleaning as possible. A solution made up of 10 % to 20 % HNO ₃ with the balance H ₂ O is suitable for passivating 3CR12 steel. Dipping is the		

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19.4.12.5	POWDER COATING	YES	NO
a.	The kiosks shall be powder coated with avocado coloured polyester powder (SANS colour code C12) and the thickness shall be between 60 µm and 80 µm.		
b.	Before powder coating can take place it is very important to ensure that there is no oil present on the kiosk. The kiosk shall be degreased before powder coating		
19.4.12.6	SHIPPING		
a.	Kiosks shall be wrapped in bubble wrapping or card board before transport to stores. Mounting nuts and setscrews shall be suitably protected, to protect them from damage during transport		

19.4.13	METER KIOSK ELECTRICAL EQUIPMENT	YES	NO
19.4.13.1	WIRING		
a.	The kiosk shall be supplied with a 35 mm ² bare stranded and annealed copper connection between the neutral bar and the earth bar.		
b.	The kiosk shall be supplied with all busbars and insulators fitted		
c.	In the LV feeder compartment, there shall be 3 LV phase busbars and a neutral busbar.		
d.	The phase and neutral busbars shall be constructed from 6 mm thick copper, rating 500 amps.		
e.	The neutral busbar shall be insulated from earth in the same manner as the phase busbars.		
f.	The busbars shall come fitted with two M10 x 30 mm setscrew, complete with 2 stainless steel washers, a stainless-steel spring washer and a stainless steel nut, in each predrilled hole (except for the holes used to mount the busbars		

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	onto the insulators).		
g.	The LV insulators used shall be colored to indicate the phase of each busbar. From top to bottom or from left to right, the phase order of the busbars shall be red, yellow, blue and black.		
h.	The minimum diameter of the LV insulators used shall be 40 mm. The insulators shall have M8 studs on either end. The studs shall project a minimum of 30 mm from the ends of the insulators. The insulators shall have a cylindrical shape (without sheds). The minimum diameter of the flat circular surface where the insulator makes contact with the frame shall be 25 mm. The insulators shall be a minimum of 40 mm long (not including the studs).		
i.	It shall not be possible to make inadvertent contact with the busbars once the kiosk door has been opened. A removable cover shall be provided in order to gain access to the busbars		
j.	The continuous current carrying capacity of the busbars shall be as specified in schedule A. The busbar temperature under these continuous operating conditions shall not exceed 70 °C.		
k.	All wiring connections shall be made using form bent phase colored 16 mm ² PVC insulated copper conductors.		
l.	The kiosk shall be supplied with the conductors lugged and connected to the correct busbars. The ends of the conductors that are intended for connection to equipment in the metering compartment shall not be stripped.		

19.4.3.2	POPULATED KIOSK		
a.	The kiosk shall be designed to house mini rail mounted circuit-breakers		
b.	The mini rails shall be supplied and installed by the manufacturer.		
c.	Circuit-breakers (12 x 80A x Cores 1) shall be installed and connected to busbars		
19.4.3.3	METER MOUNTING	YES	NO
a.	The kiosk shall be designed to house 2 rows of 6 split kWh meters for the customers supplied from the kiosk.		
19.4.3.4	CABLE CLAMPING	YES	NO
a.	The cables shall be clamped onto a K-clamp bracket installed below the mounting panel.		
b.	The kiosk shall be designed to house 3 x 95mm x 4-core feeder cables and 12 x 16mm x 4-core consumer cables.		
19.4.3.5	MARKING, LABELLING AND PACKAGING	YES	NO
i	Notices shall be provided as required by the Occupational Health and Safety Act. All notices shall be secured to the kiosks using aircraft rivets.		
ii	The following information shall appear in legible and indelible marking as		

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	follows:		
	a) The manufacturer's name or trademark; b) A danger sign of minimum size 100 mm x 60 mm that forms an integral part of the housing and/or all doors. The sign shall be as specified in table 1, WW7 of SANS 1186-1; and c) Appropriate SANS mark(s) of approved performance.		
ii	A label showing the name of the manufacturer and the date of manufacture shall be placed on the inside of the kiosk door.		
iv	A —Dangerll electrical warning -sign1, shall be secured to the removable busbar cover.		
19.4.13.6	SAMPLES	YES	NO
a.	A sample of the kiosk shall be provided for evaluation purposes		
b.	The manufacturer's name or trademark;		
19.4.13.7	GENERAL	YES	NO
a.	All kiosks to be equipped with Surge Arrestors as specified		

19.4.14. LOW VOLTAGE VANDAL PROOF METERING KIOSKS

No.	Description		
19.4.14.1	SPECIFICATION FOR LOW VOLTAGE METERING ENCLOSURES	YES	NO
a.	Tamper proof enclosures shall be designed to host split prepayment meters or credit meters as requested. Kiosks will be called 6-way, 12-way, 18 way, or 24 way.		
b.	Meters currently in use: Cashpower 2000, Cashpower Gemini Split Meter, Cashpower Gemini PLC, Cashpower Power –Rail, Conlog Din Rail BEC 44 series, Landis + Gyr Electronic credit meter. Itron Din Rail PLC meters		
c.	Enclosures shall be prewired for a specific required meter.		
d.	Enclosures shall be fitted with the necessary electronics as specified in clause 37. and will form part of unit prize		
e.	Enclosures shall be divided in the inside into two compartments by means of back plate to be used to fit the meters, circuit breakers, isolator, and bus bars as prescribe. The compartments must only be accessible from the outside (2 doors). The one side of the compartment will host the meters, service connection cables and circuit breakers which will be referred to as the		

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	metering side. The other side will host the supply cable, bus bars and main isolator which will be referred to as the bus bar side.		
f.	Concrete plinths will be dealt with separately from the kiosks in the same tender, but it is expected of the successful bidder to supply both the kiosk and plinth. In the case where no offers are made on the plinth the bidder will be disqualified.		
g.	All kiosks will be equipped with Surge Arrestors as specified in section 4.6		

19.4.15 ENCLOSURE SHALL BE PRE-WIRED AS FOLLOWS:

19.4.15.1	6-WAY ENCLOSURE		
19.4.15.1.1	METERING COMPARTMENT:	Yes	No
a,	Supply and fitted with the correct amount of 60A or 80A single pole (6kA) Curve 1 circuit breakers.		
b,	Circuit breakers will be separately supplied from the bus bar side with colour coded insulated copper tails (Red, White, and Blue). Copper tails shall be 16mm ² minimum.		
c,	Phase balancing: 2 x Red, 2 x White, 2 x Blue		
d,	16mm colour coded Insulated Copper tails to be supplied from the circuit breaker to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails.		
e,	16mm ² black Insulated copper tails to be supplied from the neutral bus bar to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails. Each meter shall have its own neutral tail/s.		
f,	Provision shall be made in the enclosure for a suitable cable clamp unistrut for all cables to be mechanically secured and for the earthing of the cable armouring. K-type clamps will be accepted.		

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19.4.15.1.2	BUS BAR COMPARTMENT	Yes	No
a,	Supply and fit with a 250A (15kA) main isolator Fitted with 4 x 25mm x 6mm copper bus bars secured on insulators for 3 x phases and neutral.		
b,	Fitted with 1 x 25mm x 6mm copper bus bar secured directly on the steel structure as the earth bar.		
c,	Neutral and earth bus bar to be bonded with each other with a bare 50mm copper conductor.		
d,	Each bus bar shall have enough drilled holes to avoid two connections per bolt.		
e,	Phase bus bars shall be supplied from the isolator with 95mm colour coded (Red, White, Blue) insulated copper tails (when the request is to supply enclosure fitted with an isolator)		
f,	Provision shall be made in the enclosure for a suitable cable clamp unistrut for all cables to be mechanically secured and for the earthing of the cable armouring. K-type clamps will be accepted.		
g,	Copper tinned lugs of the correct size will be crimped onto the copper conductors by a proper crimper designed for that purpose		
h,	All copper conductors will be secured onto the bus bars by using the correct size bolt, nut, flat and spring washers.		
19.4.15.2	12-WAY ENCLOSURES		
19.4.15.2.1	METERING COMPARTMENT:	Yes	No
a.	Supply and fitted with the correct amount of 60A or 80A single pole (6kA) Curve 1 circuit breakers		
b.	Circuit breakers will be separately supplied from the bus bar side with colour coded insulated copper tails (Red, White, Blue). Copper tails shall be 16mm ² minimum.		
c	Phase balancing: 4 x Red, 4 x White, 4 x Blue		
d.	16mm colour coded Insulated Copper tails to be supplied from the circuit breaker to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails.		
e.	16mm black Insulated copper tails to be supplied from the neutral bus bar to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails. Each meter shall have its own neutral tail/s.		
f	Provision shall be made in the enclosure for a suitable cable clamp Unistrut for all cables to be mechanically secured and for the earthing of the cable armouring. K-type clamps will be accepted.		

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19.4.15.2.2	BUSBAR COMPARTMENT	Yes	No
a.	Supply and fit with a 250A (15kA) main isolator fitted with 4 x 30mm x 6mm copper bus bars secured on insulators for 3 x phases and neutral.		
b.	Fitted with 1 x 30mm x 6mm copper bus bar secured directly on the steel structure as the earth bar.		
c.	Neutral and earth bus bar to be bonded with each other with a bare 70mm copper conductor.		
d.	Each bus bar shall have enough drilled holes to avoid two connections per bolt.		
e.	Phase bus bars shall be supplied from the isolator with 150mm colour coded (Red, White, Blue) insulated copper tails (when the request is to supply enclosure fitted with an isolator).		
f.	Provision shall be made in the enclosure for a suitable cable clamp unistrut for all cables to be mechanically secured and for the earthing of the cable armouring. K-type clamps will be accepted		
g.	Copper tinned lugs of the correct size will be crimped onto the copper conductors by a proper crimper designed for that purpose.		
h.	All copper conductors will be secured onto the bus bars by using the correct size bolt, nut, flat and spring washers.		

19.4.15.3	18-WAY ENCLOSURES	Yes	No
19.4.15.3.1	METERING COMPARTMENT		
a.	Supply and fitted with the correct amount of 60A or 80A single pole (6kA) Curve 1 circuit breakers.		
b.	Circuit breakers will be separately supplied from the bus bar side with colour coded insulated copper tails (Red, White, Blue). Copper tails shall be 16mm ² minimum.		
c.	Phase balancing: 6 x Red, 6 x White, 6 x Blue		
d.	16mm colour coded Insulated Copper tails to be supplied from the circuit breaker to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails.		

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e.	16mm black Insulated copper tails to be supplied from the neutral bus bar to each meter. The tails must be so arranged to enable a person installing the required meter for the enclosure just to connect the meter with the tails. Each meter shall have its own neutral tail/s.		
f.	Provision shall be made in the enclosure for a suitable cable clamp Unistrut.		
19.4.15.3.2	BUSBAR COMPARTMENT	Yes	No
a.	Supply and fit with a 250A (15kA) main isolator fitted with 4 x 35mm x 6mm copper bus bars secured on insulators for 3 x phases and neutral.		
b.	Fitted with 1 x 35mm x 6mm copper bus bar secured directly on the steel		
19.4.15.4	SURFACE MOUNTED VANDALPROOF KIOSK	YES	NO
19.4.15.4.1	9 WAYS KIOSK		
a	Kiosk to be fitted with the correct amount of 60A or 80A single pole (6kA) curve 1 circuit breaker.		
b	Kiosk must be supplied with earth and neutral bars.		
c	The kiosk shall be supplied with all busbars and insulator fitted		
d	The kiosk is to be mounted vertically on a wall.		
e	The degree of protection of the enclosure must be IP45 when the door is securely closed and sealed.		
f	The kiosk must have a metal back plate where the DIN rail to secure meters and miniature circuit breaker will be installed.		
g	DIN rail to install meters must be supplied with the kiosk.		
h	Kiosk must have to two cable entries and up to 12 exit knockouts all the bottom of the kiosk. The knockouts must be constructed in a way that prevents unauthorized opening.		
i	The kiosk must be a robust kiosk which provides physical protection because of the design and the material used but must also function as an information system via a GRPS network.		

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j	The kiosk must be designed in such a way that the material thickness will prevent any attempt at physical destruction whether it is by mechanical or abrasive means, with a minimum of 2mm thickness.		
k	The apertures, doors and hinges must be located internally as to prevent unauthorized access into the kiosk.		
l	Kiosk should be supplied with the electronic equipment that makes it possible to monitor the status of kiosk on software installed in a remote computer. (see item 4.5 for requirements of the electronic equipment and software)		
m	The kiosk must have a SABS approval mark for low voltage assemblies.		
n	The enclosure must be made of stainless steel or 3CR12 steel and must be corrosion resistant.		
o	The kiosk must be suitable to operate in temperature of +45C and – 10C		

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20. PRE-QUALIFICATION CRITERIA SHEET

*** Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

Bidders must ensure that they comply with all the prequalification criteria points below. Bidders will be considered non responsive should they not meet the prequalification criteria below.

- Only suitably qualified service providers who successfully completed three (3) similar projects of this nature in the last 5 years are eligible to submit tenders.
- Company profile and established nature:
Tenderers must submit proof of their company profile and registration to indicate establishment nature of the company. Only suppliers / companies with a minimum of 5 years or more experience in the supply and installation of streetlight infrastructure and its associated works will be considered.
- Plant and equipment available for supply and installation of streetlight infrastructure, and associated equipment.
A list of relevant major items of plant and equipment which the Tenderer and or sub supplier have immediately available, or access to by rental/hire (proof of letter of good standing with rental company must be submitted with the bid proposal) and which will be acquired for use in this contract should their tender is successful.
Complete the list as indicated in table 21. (plant and equipment of page 137)
Failure to include this list will render a tender offer non-complaint.
- Schedule of references.
It is compulsory that the schedule of Contactable references as provided in this tender be completed in full and must accompany each proposal. Please complete the schedule in the format indicated below. Separate schedules may be attached with the returnable documents.
- Bidders must submit at least one original reference letter written and signed by previous clients for each item(s) tendering for as confirmation that they have supplied such material previously, where the bidder have successfully completed a similar project of this nature. Failure to attach such reference letter(s) will lead to the disqualification of the bid.
- CIDB rating
Tenderers should have a minimum CIDB 4EP (suitable CIDB for tender) or higher Supplier's grading in line with specific item value that the tenderer is tendering on.

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



	21.	SCHEDULE OF PLANT AND EQUIPMENT
--	------------	----------------------------------------

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

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY
2	1 ton Pick Up Trucks		
1	Crane Truck		

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
------------------------------------------------------------------------------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. 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			



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

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

Attach additional pages if 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				



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

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

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

Attach additional pages if 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			



25. 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			



26. 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: 69/25**.
- 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:		



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27. PRICING SCHEDULE

NOTE:

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

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

Stellenbosch Municipality Streetlights: MR174/R304						
Schedule 19.5: Bill of Quantities						
						PRELIMINARY & GENERAL
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
19.5.1		Preliminary & General				
19.5.1.1		Employer's specific requirements	sum			R -
19.5.1.2		Contractual requirements	sum			R -
19.5.1.3		Establish Construction Site (Including site office and ablution facilities)	sum			R -
19.5.1.4		Evacuate and clean construction site after completion of project	sum			R -
19.5.1.5		Transport materials to site	sum			R -
19.5.1.6		Site establish/deestablish earthworks plant	sum			R -
19.5.1.7		Site establish/deestablish site fencing	sum			R -
19.5.1.8		Induction and medicals	sum			R -
19.5.1.9		Health & safety compliance and plan	sum			R -
19.5.1.10		Envoronmental management plan	sum			R -
19.5.1.11		Quality management plan	sum			R -

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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19.5.1.12		Completion of hand over documentation	sum			R	-
19.5.1.13		Operating manuals with test certificates	sum			R	-
19.5.1.14		Allowance for Factory Acceptance Test (FAT) for 4 people including all expenses (Travel, acc, etc)	sum			R	-
19.5.1.15		Allowance for Site Acceptance Test (SAT)					
19.5.1.16		Insurance and Guarantees	sum			R	-
19.5.1.17		Coordination with client and other staff for outages, permits, etc	sum			R	-
19.5.1.18		Project/Contract Board	sum			R	-
19.5.1.19		As Built Drawings (Marked Up)	sum			R	-
19.5.1.20		Provision for professional Land Surveyor to mark out position of equipment/poles	each			R	-
Total Carried Forward To Summary						R	-

Stellenbosch Municipality Streetlights: MR174/R305

Schedule 19.5: Bill of Quantities							
							PRELIMINARY & GENERAL AMOUNT R
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		
Brought Forward						R	-
		Contractor Time Related Items					
19.5.1.21		Contractual requirements	month	6		R	-

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19.5.1.22		Operate/Maintain Site	month	6		R	-
19.5.1.23		Works Supervision	month	6		R	-
19.5.1.24		SHEQ Requirements	month	6		R	-
19.5.1.25		Transport Personnel to Site	month	6		R	-
19.5.1.26		EPWP: CLO	month	6		R	-
19.5.1.27		Plant Hire	month	6		R	-
19.5.1.28		Generator for general use 230VAC single phase including fuel	month	6		R	-
19.5.1.27		Plant Hire	month	6		R	-
19.5.1.28		Generator for general use 230VAC single phase including fuel	month	6		R	-
19.5.1.29		Generator for construction power 400VAC three phase including fuel	month	6		R	-
19.5.1.30		Overhead Cost	month	6		R	-
		Day Works					
19.5.1.31		Provide work as requested by engineer in accordance with general conditions of contract	hr	8		R	-
19.5.1.32		Contract manager					
19.5.1.33		Electrician	hr	8		R	-
19.5.1.34		Semi Skilled Labour	hr	8		R	-
19.5.1.35		Labour	hr	8		R	-
19.5.1.36		Material (Invoices to be provided)	sum				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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19.5.1.37		Overheads, charges and profit mark-up on the above	%	10		R	-
Total Carried Forward To Summary						R	-

Stellenbosch Municipality Streetlights: MR174/R304

Schedule 19.5: Bill of Quantities						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	PRELIMINARY & GENERAL AMOUNT R
Brought Forward						R -
		Security				
19.5.1.38		Provision of 24hr, 7 days a week security services for the duration of the project	month	6		R -
		Other Fixed Items (Specify)				
19.5.1.39						R -
19.5.1.40						R -
19.5.1.41						R -
19.5.1.42						R -
19.5.1.43						R -
19.5.1.44						R -

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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19.5.2.3		Terminations for 2,5mm ² silicone cable (Including supply	each	204.0		R	-
		all consumables (cable glands, lugs, ferrules, tapes, heat shrink, etc.) required to make the works complete (funtional)					
19.5.3		25mm² x 4-core Alu PVC/SWA/PVC LV cable					
19.5.3.1		Supply and delivery only	m	4 618.0		R	-
19.5.3.2		Installation for above only	m	4 618.0		R	-
19.5.3.3		Terminations for 25mm ² cable (Including supply	each	204.0		R	-
		all consumables (cable glands, lugs, ferrules, tapes, heat shrink, etc.) required to make the works complete (funtional)					
19.5.4		35mm² x 4-core Alu PVC/SWA/PVC LV cable					
19.5.4.1		Supply and delivery only	m	50.0		Rate Only	
19.5.4.2		Installation for above only	m	50.0		Rate Only	
19.5.4.3		Terminations for 35mm ² cable (Including supply	each	2.0		Rate Only	
		all consumables (cable glands, lugs, ferrules, tapes, heat shrink, etc.) required to make the works complete (funtional)					
19.5.5		50mm² x 4-core Alu PVC/SWA/PVC LV cable					
19.5.5.1		Supply and delivery only	m	50.0		Rate Only	
19.5.5.2		Installation for above only	m	50.0		Rate Only	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Total Carried Forward						R -
Stellenbosch Municipality Streetlights: MR174/R304						
Schedule 19.5: Bill of Quantities						
						STREETLIGHTING INSTALLATION
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						R -
19.5.5.3		Terminations for 50mm ² cable (Including supply all consumables (cable glands, lugs, ferrules, tapes, heat shrink, etc.) required to make the works complete (functional))	each	2.0		Rate Only
19.5.6		70mm² x 4-core Alu PVC/SWA/PVC LV cable				
19.5.6.1		Supply and delivery only	m	50.0		Rate Only
19.5.6.2		Installation for above only	m	50.0		Rate Only
19.5.6.3		Terminations for 70mm ² cable (Including supply all consumables (cable glands, lugs, ferrules, tapes, heat shrink, etc.) required to make the works complete (functional))	each	2.0		Rate Only
19.5.7		Galvanised Streetlight Poles 14m with spigot				
19.5.7.1		Supply and delivery of pole with spigot 42mm	each	1.0		Rate Only

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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19.5.8.1		Supply and delivery of 143W @ 12m and 15°	each	70		R	-
19.5.8.2		Installation for above only	each	70		R	-
19.5.8.3		Supply and delivery of 76W @ 12m and 15°	each	8		R	-
19.5.8.4		Installation for above only	each	8		R	-
19.5.8.5		Supply and delivery of 36W @ 12m and 15°	each	16		R	-
19.5.8.6		Installation for above only	each	16		R	-
19.5.9		Kiosks					
19.5.9.1		Supply and delivery of 18 way 3CR12 Vandal Proof Kiosk, populated as per Stellenbosch Municipality Specification	Item	2		R	-
19.5.9.2		Installation with concrete plinth for above only	Item	2		R	-
19.5.9.3		Supply and delivery of 18 way Poly Kiosk, populated as per Stellenbosch Municipality Specification	Item	1			rate only
19.5.9.4		Installation with concrete plinth for above only	Item	1			rate only
19.5.9.5		Supply and delivery of Day/Night Switch	Item	1			rate only
19.5.9.6		Installation of Day/Night Switch	Item	1			rate only
19.5.10		Excavations					
		Excavate 0.6m deep x 0.6m wide, backfill and compact for cables					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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19.5.10.1		Per cube meter (Provision for hard as per SANS 1200DB/1200LB)	m ³	832		rate only
19.5.10.2		Per cube meter (Provision for soft as per SANS 1200DB/1200LB)	m ³	416		R -
19.5.10.3		Per cube meter (Provision for pickable soils as per SANS 1200DB/1200LB)	m ³	416		R -
19.5.10.4		Import, install and compaction of bedding materials to/on site	m ³	416		R -
19.5.10.5		Removal of bedding/rock materials from site to a suitable environmentally approved location <50km	m ³	416		R -
Total Carried Forward To Summary						R -
Stellenbosch Municipality Streetlights: MR174/R310						
Schedule 19.5: Bill of Quantities						
						STREETLIGHTING INSTALLATION AMOUNT R
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	
19.5.10.6		Remedial/filling and compaction of cable trenches to specifications DDT-0854 and SANS 1200DB/1200LB	m ³	1664		R -
19.5.10.6		Remedial/filling and compaction of cable trenches to specifications DDT-0854 and SANS 1200DB/1200LB	m ³	1664		R -
		Excavate 2m deep x 1m wide, backfill and				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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		compact for poles (Option 1 of 2)				
19.5.10.7		Per cube meter (Provision for hard as per SANS 1200DB/1200LB)	m ³	102		R -
19.5.10.8		Per cube meter (Provision for soft as per SANS 1200DB/1200LB)	m ³	1		rate only
19.5.10.9		Per cube meter (Provision for pickable soils as per SANS 1200DB/1200LB)	m ³	1		rate only
19.5.10.10		Import, install and compaction of bedding materials to/on site	m ³	51		R -
19.5.10.11		Removal of bedding/rock materials from site to a suitable environmentally approved location <50km	m ³	51		R -
19.5.10.12		Remedial/filling and compaction of cable trenches to specifications DDT-0854 and SANS 1200DB/1200LB	m ³	1		rate only
		Drilling (Alternative option to excavation for poles-Option 2 of 2)				
19.5.10.13		"Drilling of single pole hole to 2.0m depth in ""soft"" soil." in "soft" soil	each	51		R -
19.5.10.14		"Drilling of single pole hole to 2.0m depth in ""soft"" soil." in "intermediate" soil	each	26		R -
19.5.10.15		"Drilling of single pole hole to 2.0m depth in ""soft"" soil." in "hard" soil	each	25		R -

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



28. 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	