

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 88/25 MAINTENANCE CONTRACT AND EMERGENCY REPAIRS OF ELECTRICAL, TELEMETRY, DOSING AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FROM 1 JULY 2025 UNTIL 30 JUNE 2026.

TENDER NUMBER: B/SM 88/25

DESCRIPTION: MAINTENANCE CONTRACT AND EMERGENCY REPAIRS OF ELECTRICAL, TELEMETRY, DOSING AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FROM 1 JULY 2025 UNTIL 30 JUNE 2026.

CLOSING DATE: 25 April 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: 1ME, 1EE, 1EB, 1EP, SQ or higher. (Depends on what category the bidder made an offer and which category need the CIDB requirement)**

INFORMATION:

Tender Specifications: James Beukes at 082 589 3068 e-mail: James.Beukes@ Stellenbosch.gov.za
Nico-Ben Janse van Rensburg at 082 895 9682 e-mail:
Nico.JanseVanRensburg@ Stellenbosch.gov.za

SCM Requirements: Gerald Kraukamp at 021 808 8519: e-mail:
Gerald.Kraukamp@ Stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting via Virtual Meeting will be held on **4 April 2025 at 10:00** Tenderers must ensure to download the App and give James Beukes at James.Beukes@ Stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior (**2 April 2025**) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. The user department. will forward the link.

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 88/25 MAINTENANCE CONTRACT AND EMERGENCY REPAIRS OF ELECTRICAL, TELEMETRY, DOSING AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FROM 1 JULY 2025 UNTIL 30 JUNE 2026.**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

B-BBEE status level of contribution	10
Locality	<u>10</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 (and CIDB) 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 **R492.00 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 88/25 ONDERHOUDSKONTRAK EN NOODHERSTELLING VAN ELEKTRIESE, TELEMETRIE-, DOSERING- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VANAF 1 JULIE 2025 TOT 3026 JUNIE 2026.

TENDER NOMMER: B/SM 88/25

BESKRYWING: ONDERHOUDSKONTRAK EN NOODHERSTELLING VAN ELEKTRIESE, TELEMETRIE-, DOSERING- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VANAF 1 JULIE 2025 TOT 3026 JUNIE 2026.

SLUITINGSDATUM: 25 April 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. Tenderaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste 1ME, 1EE, 1EB, 1EP, SQ of hoër hê (Afhangend vir watter kategorie KIOR benodig word en vir watter kategorie die bidder n aanbidding maak).

NAVRAE:

Tender spesifikasies: **James Beukes** at 082 589 3068 e-mail: James.Beukes@stellenbosch.gov.za
Nico-Ben Janse van Rensburg at 082 895 9682 e-mail: Nico.JanseVanRensburg@stellenbosch.gov.za

Vkb vereistes: Gerald Kraukamp at 021 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za
Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingssessie (Virtuele)** sal gehou word op **4 April 2025 om 10:00**. Tenderaars moet toesien dat hulle die "App" aflaai en **Andre Slabbert** at James.Beukes@stellenbosch.gov.za minstens 48 uur (**2 April 2024 om 10:00**) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tenderaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie. Tenderaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie. Die skakel sal aan elkeen gestuur word.

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

Verseëde tenders duidelik gemerk: **"BSM 88/25 ONDERHOUDSKONTRAK EN NOODHERSTELLING VAN ELEKTRIESE, TELEMETRIE-, DOSERING- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VANAF 1 JULIE 2025 TOT 3026 JUNIE 2026.** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

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

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R492.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 88/25

MAINTENANCE CONTRACT AND EMERGENCY REPAIRS OF ELECTRICAL, TELEMETRY, DOSING AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FROM 1 JULY 2025 UNTIL 30 JUNE 2026.

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) <i>(refer to page</i>			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: FEBRUARY 2025

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

James Beukes

**Manager: wastewater
Treatment**

Tel. Number: 082 589 3068



1. TENDER NOTICE & INVITATION TO TENDER

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NAVRAE:

Tender spesifikasies: **James Beukes** at 082 589 3068 e-mail: James.Beukes@stellenbosch.gov.za
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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: **"BSM 88/25 ONDERHOUDSKONTRAK EN NOODHERSTELLING VAN ELEKTRIESE, TELEMETRIE-, DOSERING- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VANAF 1 JULIE 2025 TOT 3026 JUNIE 2026.** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooiende stel tenderdokumente. Tendersaanbiedinge 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 en KIOR, 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	<u>10</u>
Ligging	<u>10</u>
Totale punte vir prys, B-BSEB en ligging	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en KIOR 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 verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R492.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 88/25	CLOSING DATE:	25 April 2025	CLOSING TIME:	12:00
DESCRIPTION	MAINTENANCE CONTRACT AND EMERGENCY REPAIRS OF ELECTRICAL, TELEMETRY, DOSING AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FROM 1 JULY 2025 UNTIL 30 JUNE 2026				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED	4. TOTAL BID PRICE R
5. SIGNATURE OF BIDDER	6. DATE

NAME AND SURNAME OF RESPONSIBLE PERSON			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	James Beukes, , Nico-Ben Janse van Rensburg,
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	082 589 3068/ 082 895 9682
TELEPHONE NUMBER	021 808 8519	E-MAIL ADDRESS	James.Beukes@stellenbosch.gov.za Nico.JanseVanRensburg@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za		



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

DATE

.....



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? 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)	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed? (If applicable)	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

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

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

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



OR

3. PARTNERSHIP

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

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

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

OR

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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



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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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



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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.2.2.1 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.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents



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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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



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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity



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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer



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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure



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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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 :



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

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

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

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

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

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



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

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

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

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable bid.

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

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

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



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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

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



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

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract



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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

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

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



7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

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

7. Performance security

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

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

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

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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



8. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed (delete which ever is not applicable)

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

Where 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. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



9. SPECIAL CONDITIONS OF CONTRACT (If applicable)

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.



10. MBD 4 – DECLARATION OF INTEREST

- No bid will be accepted from persons in the service of the state¹.
- 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.
- 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 member of –
 - any municipal council;
 - any provincial legislature; or
 - the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- an executive member of the accounting authority of any national or provincial public entity; or
- 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

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



11. 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				



12. 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, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 20 22/23

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, 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;

4. POINTS AWARDED FOR PRICE

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

or

90/10

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

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

or

90/10

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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 BBBEE scorecard as follows.

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

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

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



6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 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:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>



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



3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

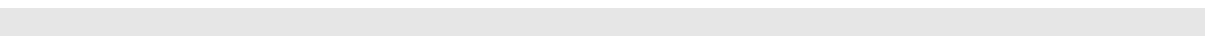
Date:



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

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

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





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

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

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



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

5. CERTIFICATION

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

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

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



14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



15. 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



16. 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:	



17. 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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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE

18. SPECIFICATIONS

1. Employer's Objectives

The Stellenbosch Municipality Infrastructure is in need of regular and effective electrical maintenance work in order to keep the equipment functioning in its optimal operation condition. The services of an experienced and proficient Contractor is required to regularly maintain the electrical equipment of the Stellenbosch Municipal Infrastructure – hereinafter referred to the “Works”. The service to be provided shall be deemed to include preventative maintenance, condition monitoring and emergency repairs. The maintenance work should aim to offer rapid response to any breakdowns and keep equipment functioning at optimal operating conditions.

The Appointed Contractor shall have substantial capacity and facilities to handle all the equipment listed in Part 2 Section 2.3: Equipment Description. Sub-contractors may be appointed for specialised activities, subject to the approval of the Employer. All services tendered on must be **ISO 9001** quality listed. Tenderers shall submit with tenders the details, names and addresses of all sub-Contractors whom they propose to employ for any work listed as activities to be performed. Payment of these sub-Contractors will be the responsibility of the Appointed Contractor. Rates will be as tendered and no mark-up will be offered.

Should work be sub-contracted, the sub-contractor must meet the requirements as stipulated for each category.

The Employer reserves the right to require from the Appointed Contractor urgent repair services in the event of an emergency. Under these circumstances the Employer Representative reserves the right to require the Appointed Contractor to provide such urgent repair facilities to be available 24 hours a day for 7 days a week at the rates quoted in Part 10 Section 1: Rates.

The appointed contractor must have the facilities or have acceptable written agreements with associate companies to do a preponderance of the work listed in Part 2 Section 2.3. It is envisage that Stellenbosch Municipality will appoint a panel of main contractors for the services required. In instances when the preferred contractor is not available the service provider with second highest point scorer in the category will be requested to provide the service given that the rate is market related.

Control of the Contract is vested in the Engineer in terms of the General Conditions of Contract and will be the Manager Wastewater Treatment or such Engineering Representative as he may appoint from time to time.

If any additional information or a site visit is required immediate application shall be made to:

Mr. J Beukes
Tel: (021) 808 8283

or

Mr. N Janse van Rensburg
Tel: (021) 808 8965

2. Overview of the works

Various Water and Wastewater Pump Stations, Water and Wastewater Treatment Works are operated by Stellenbosch Municipality and these are spread out across the Municipal area. This infrastructure operates in various ways and each contributes a vital role in keeping the Municipality in operation. As stated above it is the Employer's objective to keep the Works functioning optimally by making use of maintenance services to the Municipality's Infrastructure.

Due to broad scope of the types of equipment and infrastructure to maintain, different categories of main contractors will be appointed namely:

Electrical:

- (a) PLC/Software Programmer and SCADA (Adroit) management
- (b) Dosing Installations
- (c) Telemetry Installations
- (d) Electrical Fencing Installation Repairs
- (e) Refrigeration and HVAC Servicing and Repairs
- (f) General MCC Installations and Fault Finding
- (g) Infrared MCC Scanning
- (h) All Process Monitoring Equipment (Flow meters, ORP, DO, pH etc)

2.1 Extent of the works

Water Pump Stations

The Works require a Contractor to provide General and/or Emergency Maintenance to all electrical equipment at municipal water and sanitation infrastructure. The intended General and/or Emergency Maintenance Work shall be undertaken for the period ending 30 June 2026. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of the water and sanitation installations are listed in the tables below, which excludes installations commissioned after awarding of the tender.

Description of Water Pump Stations						
		Function	Quantity	Power (kW)	Equipment	
1	Cloetesville PS	Process pumps	3	11	Chlorine dosing equipment, 3 x Pressure Gauges, Valve chamber, MCC & Telemetry	
2	Kayamandi PS	Process pumps	2	55	2 x Pressure Gauges & Valve chamber, MCC & Telemetry	
3	Kleinvalley PS	Process pumps	2	15	Chlorine dosing equipment, 2 x Pressure Gauges, Valve chamber, MCC, Telemetry & 2 ton Gantry	
4	Arbeidslus PS	Chlorine dosing pumps	1	2.5	Chlorine dosing equipment, Telemetry & Valve chamber	
5	Johannesdal PS	Process pumps	1	1.5	Chlorine dosing equipment, Valve chamber, MCC & Telemetry	
6	Uniepark PS	Chlorine dosing pumps	2	1.5	Chlorine dosing equipment, Valve chamber, MCC & Telemetry	
7	Brandwacht PS	Telemetry Station	2	-	Valve chamber, MCC & Telemetry	
8	Parkstraat PS	Booster Pump Station	3	3	Valve chamber, Flow Meter, MCC & Telemetry	
9	Kylemore 2 PS	Process pumps	2	3	Valve chamber, MCC & Telemetry	
10	Kylemore 3 PS	Process pumps	2	75	Valve chamber, MCC & Telemetry	
11	Kylemore 4 PS	Process pumps	2	55	Valve chamber, MCC & Telemetry	
12	Pniel PS	Process pumps	2	11	Valve chamber, MCC & Telemetry	
13	Klapmuts PS	Process pumps	3	25	Valve chamber, MCC & Telemetry	
14	Raithby Booster PS	Booster Pump Station	3	-	MCC & Telemetry	
15	Raithby PS	Chlorine dosing pumps	1	1.1	Chlorine dosing equipment, Valve chamber, MCC & Telemetry	

Description of Water Pump Stations						
		Function	Quantity	Power (kW)	Equipment	
16	Pniel Borehole PS	Borehole pumps	3	-	Borehole pumps	
17	Welgelegen PS	Process pumps	4	3	4 x Pressure Gauges, Valve chamber, Air valve, MCC, Telemetry & 2 ton Gantry	
18	Faure WTP booster PS	Booster Pump Station	1	1.1	MCC & Telemetry	
19	Idas Vallei PS	Process pumps	1	12	Valve chamber	
20	Raithby PS	Process pumps	2	12	Valve chamber	
21	De Zalze PS	Process pumps	2	-	Valve chamber	
22	Devon Valley PS	Process pumps	4	-	Valve chamber	
23	Onder Papegaaiberg PS	Process pumps	3	-	Valve chamber	
24	Rozendal PS	Process pumps	2	-	Valve chamber	
25	Wemmershoek PS	Process pumps	2	-	Valve chamber	
26	La Motte PS	Process pumps	2	-	Valve chamber	
27	Groendal PS	Process pumps	4	-	Valve chamber	
28	Polkadraai PS	Process pumps	2	-	Valve chamber	
29	Kollenhof PS	Process pumps	2	-	Valve chamber	
30	Ellenbrug PS	Process pumps	2	-	Valve chamber	

Wastewater Pump stations

The Works require a Contractor to provide General and/or Emergency Maintenance to all electrical equipment at municipal Wastewater Pump Stations Infrastructure. The intended General and/or Emergency Maintenance Work shall be undertaken in approximately seventeen (17) individual site visits for the period ending 30 June 2026. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below but excludes installations commissioned after awarding of the tender.

Description of Wastewater Pump Stations						
	Name	Function	Model	Quantity	Power (kW)	Equipment
1	Boord Sewage Pump Station	Sewer pumps	150-160	3	39	Generator, 3 x Pressure Gauges, Valve chamber, MCC & Telemetry
2	Corobrick Sewage Pump Station	Sewer pumps		2	6.3	Valve chamber, MCC & Telemetry

Description of Wastewater Pump Stations							
	Name	Function	Model	Quantity	Power (kW)	Equipment	
3	Jamestown Sewage Pump Station	Sewer pumps		2	26	Generator, 3 x Pressure Gauges, Valve chamber, MCC & Telemetry	
4	Klapmuts 1 Sewage Pump Station	Sewer pumps		2	3	Valve chamber, MCC & Telemetry	
5	Klapmuts 2 Sewage Pump Station	Sewer pumps		2	11	Valve chamber, MCC & Telemetry	
6	Klapmuts 3 Sewage Pump Station	Sewer pumps		2	19.5	Valve chamber, MCC & Telemetry	
7	KWV Sewage Pump Station	Sewer pumps		2	2.9	Valve chamber, MCC & Telemetry	
8	Stellencia Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
9	Techno Park Sewage Pump Station	Sewer pumps		2	48	Generator, Valve chamber, MCC & Telemetry	
10	Vredenburg Sewage Pump Station	Sewer pumps		2	5.9	Valve chamber, MCC & Telemetry	
11	Welgevonden 1 Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
12	Welgevonden 2 Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
13	Pniel Main Sewage Pump Station	Sewer pumps		2	10.6	Generator, Valve chamber, MCC & Telemetry	
14	Pniel Sports Sewage Pump Station	Sewer pumps		2	4.5	Valve chamber, MCC & Telemetry	
15	La Motte Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
16	Vlottenburg Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
17	Nuutgevonden Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
18	Kylemore Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	
19	Lanquedoc Sewage Pump Station	Sewer pumps		2	TBC	Valve chamber, MCC & Telemetry	

Water Treatment Works

The Works require a Contractor to provide General and/or Emergency Maintenance to all electrical equipment at municipal Water Treatment Works Infrastructure. The intended General and/or Emergency Maintenance Work shall be undertaken for the period ending 30 June 2026. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below.

Description of Installation		
Name	Function	
Idas Valley Treatment Works	Valve Chamber (6 of)	
	Chlorine Dosing Station Complete	
	Water Tower Pump Station (3 of)	
	Water Tower Pump Station Flow Meter (3 of)	
	Water Tower Pump Station Pressure Gauge	
	Water Tower Pump Station MCC	
	Reservoir Pump Station Flow Meter (4 of)	
	2 Ton Gantry Beam	
	Reservoir Pump Station Pump (2 off)	
	Reservoir Pump Station Pump Pressure Gauge (2 of)	
	Reservoir Pump Station Telemetry	
	Reservoir Underground Valve Chamber	
	Storage Dam Elevated Valve Chamber	
	Storage Dam Elevated Valve Chamber 1 Ton Gantry Crane	
	Penstock gates (3 of)	
Paradyskloof Treatment Works	Alum & Polyelectrolyte Mixers Pressure Gauge (2 of)	
	Alum & Polyelectrolyte Mixers (2 of)	
	Alum Feed Pump	
	Alum Flow Meter (2 of)	
	Alum Pump (2 of)	
	Ingersol Rand Compressor (2 of)	
	Ingersol Rand Refrigerator Dryer (2 of)	
	Aerzen Blowers (2 of)	
	Back-up Generator	
	Brandwacht Reservoir Distribution Board	
	Brandwacht Reservoir Pump (2 of)	
	Chemical Room Distribution Board	
	Chlorine Dosing Station	
	Dam Distribution Board	

Description of Installation		
	Dam Feed Gate Valve	
	Dam Pressure Gauge	
	Dam Submersible Pump	
	Filter Bed Penstock Gate (4 of)	
	Filter Room Distribution Board	
	Filter Room Flow Meter	
	Filter Room Lime Doser	
	Filter Room Pressure Gauge	
	Lime Feeder (2 of)	
	Lime Feeder Mixer	
	Office Aluminium Telemetry	
	Mixing Channel Sluice Gate	
	Office Flow Meter (2 of)	
	Office Sodium Telemetry	
	Old Chlorine Dosing Station	
	Plant Control Distribution Board	
	Plant Valve Chamber (13 of)	
	Pump Station	
	Pump Station Distribution Board	
	Pump Station Distribution Panel Distribution Board	
	Pump Station Mains Panel Distribution Board	
	Pump Station Starter Panel Distribution Board	
	Pump Station Telemetry	
	Pump station Air compressor (2 of)	
	Pump station Backwash Pump (2 of)	
	Reservoir 2 Chlorine Dosing Station	
	Reservoir 2 Valve Chambers (4 of)	
	Reservoir Large Valve Chamber	
	Reservoir Telemetry	
	Reservoir Valve Chamber 8	
	Sodium Pump (2 of)	
Containerised package borehole plants with pumps and media filters.	Full Plant (2 of)	

Wastewater Treatment Works

The Works require a Contractor to provide General and/or Emergency Maintenance to all electrical equipment at municipal's Wastewater Treatment Works Infrastructure. The intended General and/or Emergency Maintenance Work shall be undertaken for the period ending 30 June 2026. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below.

Name	Function	
Wemmershoek WWTW	<u>INLET WORKS</u>	
	8 X Channel Gate Valves	
	2 x Huber Screens with motor and Gearbox	
	1 x Wash Compactor Motor	
	1 x Wash Compactor Screen Drive plus Motor	
	1 x Skip Dolly Motor with Drive Shaft	
	1 x De-gritter screw motor plus gearbox (skip bin)	
	2 x De-gritter sump compartment motors plus gearbox for agitator	
	2 x Submersible pumps for grit and sand removal	
	4 x Endress Hauser Level Sensor model: FMU90	
	1 x Endress Hauser Flowmeter model: FMU90	
	1 x Siemens Biological Odour Control with: Blower, Fan Motor, Solenoid Valve and Nutrient Pump	
	5 x Actuator Valves	
	2 x Solenoid Valves for Fine Screens	
	2 x Fine Screens Conveyer Motor and Gearbox	
	3 x submersible pumps in Raw feed Tank	
	1 x Hach pH probe in raw feed tank	
	<u>BLOWER HOUSE</u>	
	4 x Schneider VSD in MMC room	
	4 Blowers with 75kW motors and V-belts (2 per blower)	
	3 x Pneumatic Valves	
	1 x 150L Compressor with 2 motors (duty standby)	
	2 x Air Flowmeters	
	2 x Heat Exchange motor with fan (approx. 2m diameter)	
	<u>REACTORS</u>	
	3 x Pneumatic Valves	
	1 x Actuator valve	
	4 x Gate Valves	
	2 x Sludge discharge air valves	
	Hach SC 200 DO meter	
	Hach SC 200 Temperature probe	
	Hach SC 200 ORP probe	
	Hach SC 200 Mixed Liquor Suspended probe	
	1 x Endress Hauser FMU90 ultrasonic level sensor	
	Dissolved Air Diffusers	

Name	Function	
	<u>PUMP ROOM</u>	
	1 x Endress Hauser flowmeter	
	2 x KSB Irrigation pumps with motors	
	2 x KSB Service Water pumps with motors	
	2 x Chlorine Pumps	
	2 x Linear Screen Pumps	
	<u>BELT-PRESS ROOM</u>	
	2 x Bellmer Winkel -Presse	
	2 x poly mixer motors	
	2 x poly pumps	
	3 x Flowmeters	
	1 x Turbidity meter	
	<u>SLUDGE HOLDING TANK</u>	
	1 x Endress Hauser FMU90 level sensor	
	2 x Rotation Pumps	
	2 x Motors	
	2 x Butterfly Valves00	
	Generator (500 kVA)	
Klapmuts WWTW	Alarms Distribution Board	
	2 x Aerator Distribution Board	
	2 x Biological Reactor	
	Chlorine Cylinder Dosing Pressure Gauge	
	Chlorine Cylinder Dosing Pump	
	Chlorine Dosing Distribution Board	
	Chlorine Dosing Station Complete	
	Clarifier Bridge Mechanical Plant	
	Clean Water Pump (3 kW)	
	Clean Water Pump Pressure Gauge	
	2 x Distribution Board	
	Final Chlorine Room Pump (0.95 kW)	
	Final Water Pump (11 kW)	
	Floating Aerator Distribution Board	
	Inlet Telemetry	
	Washer Compactor	
	Main Sump Distribution Board	
	2 x Inlet Mechanical Screen	
	Vortex Degritter Paddle Drives	
	Degritter Air Blowers	
	Grit Classifier	
	PS 2 Main DB	
	PS 2 Odour Control Blower	
	PS 2 Odour Control DB	

Name	Function	
	3 x Pump Distribution Board	
	3 x Pump Gantry	
	3 x Pump (5 kW)	
	2 x Pressure Gauge	
	Pump Gantry Beam	
	Pump Station	
	Pump Station + Res Telemetry	
	Pump Station Alarms Distribution Board	
	Pump Station Gantry Crane	
	Pump Station Main Distribution Board	
	2 x Pump Station Distribution Board	
	Pump Valves	
	RAS Pump station	
	Anoxic basin mixers	
	Aeration basin surface aerators	
	Mixed liquor recycle pumps	
	Recycle Distribution Board	
	Reservoir Telemetry	
	Sludge Recycle Distribution Board	
	2 x Sludge Return Pump (1 kW)	
	SST Distribution Board	
	Telemetry	
Pniel WWTW	Belt Press Compressor	
	Belt Press Compressor Pressure Gauge	
	Belt Press Distribution Board	
	Beltpress Feed Water Pump	
	Biofilter Filter Mechanical Plant	
	2 x Biological Reactor	
	Chemical Mixing Pump (1.5 kW)	
	3 x Chlorine Pump	
	Chlorine Booster Pump	
	Containers Distribution Board	
	Dewatering Distribution Board	
	Dewatering Plant	
	Distribution Board	
	Flow Meter	
	2 x Gate Valves	
	Inlet Distribution Board	
	Inlet Manual Screen	
	Inlet Mechanical Plant	
	Inlet Mechanical Screen	
	Inlet Telemetry	
	2 x Lime Pump	
	Main Distribution Board	
	Poly-electrolyte Feed Pump	
	Poly-electrolyte Feed Pump Base	
	Poly-electrolyte Feed Pump Pressure Gauge	
	Poly-electrolyte Pump	

Name	Function	
	Polymixer Distribution Board	
	2 X Pump Distribution Board	
	Pump Station Controls DB	
	Pump Station DB	
	2 X Pump Station Flow Meter	
	Pump Station Gantry	
	Pump Station Generator	
	2 x Pump Station Pump Distribution Board	
	2 x Pump Station Pump Pressure Gauge	
	2 x Pump Station Pump (5 kW)	
	2 x Pniel Pump Station Pump (11 kW)	
	2 x Pump Station Screen Channel	
	Pump Station Telemetry	
	Settling Tank Bridge	
	Sludge Flow Meter	
	Sludge Motor Distribution Board	
	Sludge Pump (3.5 kW)	
	Sludge Pump Pressure Gauge	
Raithby WWTW	Chlorine Dosing System	
	Distribution Board	
	Inlet Screen	
	Primary Settling Tank	
	6 x Small Biological Filter	
	Telemetry	
	4 x Valve Chamber	
Stellenbosch WWTW	Nutrient Solution Mixer	
	Biotrickling Filter Recirculation Pump	
	Nutrient Dosing Pump	
	Odourous Air Fan	
	20mm Front Rake Screen 1	
	20mm Front Rake Screen 2	
	20mm Front Rake Screen 3	
	6mm Huber Belt Screen 1	
	6mm Huber Belt Screen 2	
	6mm Huber Belt Screen 3	
	Vortex Degritter Paddle 1	
	Vortex Degritter Paddle 2	
	Vortex Degritter Paddle 3	
	Combined Screenings Wash Compactor 1	
	Combined Screenings Wash Compactor 2	
	Combined Screenings Wash Compactor Washer 1	
	Combined Screenings Wash Compactor Washer 2	
	Grit Classifier 1 Washer	
	Grit Classifier 2 Washer	
	Grit Classifier 1 Screw	
	Grit Classifier 2 Screw	

Name	Function	
	Coarse Screenings Skip Bogey	
	Grit Skip Bogey	
	Seepage Sump Pump	
	Fine Screen 1	
	Fine Screen 2	
	Fine Screen 3	
	Fine Screen 4	
	Screenings Screw Conveyor 1	
	Screenings Screw Conveyor 2	
	Fine Screenings Screw Press 1	
	Fine Screenings Screw Press 2	
	Fine Screenings Skip Bogey 1	
	Fine Screenings Skip Bogey 1	
	Flow Splitter Automatic Sampler	
	Anaerobic Zone 1 Mixer 1	
	Anaerobic Zone 1 Mixer 2	
	Anaerobic Zone 1 Mixer 3	
	Anaerobic Zone 2 Mixer 1	
	Anaerobic Zone 2 Mixer 2	
	Anaerobic Zone 2 Mixer 3	
	R-Recycle Pump 1	
	R-Recycle Pump 2	
	Anoxic Zone 1 Mixer 1	
	Anoxic Zone 1 Mixer 2	
	Anoxic Zone 1 Mixer 3	
	Anoxic Zone 2 Mixer 1	
	Anoxic Zone 2 Mixer 2	
	Anoxic Zone 2 Mixer 3	
	Membrane Tanks Drainage Pump 1	
	Membrane Tanks Drainage Pump 2	
	De-aeration Zone Mixer 1	
	De-aeration Zone Mixer 2	
	Mixed Liquor Feed Pump 1	
	Mixed Liquor Feed Pump 2	
	Mixed Liquor Feed Pump 3	
	Mixed Liquor Feed Pump 4	
	Mixed Liquor Feed Pump 5	
	Mixed Liquor Feed Pump 6	
	Membrane Tanks & MLF Pumps Overhead Travelling Crane	
	FBDA Turbocompressor 1	
	FBDA Turbocompressor 2	
	FBDA Turbocompressor 3	
	FBDA Turbocompressor 4	
	Membrane Air Compressor 1	
	Membrane Air Compressor 2	
	Air Dryer 1	
	Air Dryer 2	

Name	Function	
	Aerzen MBR Air Scour Blower 1	
	Aerzen MBR Air Scour Blower 2	
	Aerzen MBR Air Scour Blower 3	
	Aerzen MBR Air Scour Blower 4	
	Donkin MBR Air Scour Blower 1 Ventilation Fan	
	Donkin MBR Air Scour Blower 2 Ventilation Fan	
	Donkin MBR Air Scour Blower 3 Ventilation Fan	
	Donkin MBR Air Scour Blower 4 Ventilation Fan	
	Donkin Blower Room Ventilation Intake Fan 1	
	Donkin Blower Room Ventilation Intake Fan 2	
	Donkin Blower Room Ventilation Intake Fan 3	
	Donkin Blower Room Ventilation Intake Fan 4	
	Donkin Blower Room Ventilation Intake Fan 5	
	Donkin Blower Room Ventilation Intake Fan 6	
	Donkin Blower Room Ventilation Extraction Fan 1	
	Donkin Blower Room Ventilation Extraction Fan 2	
	Donkin Blower Room Ventilation Extraction Fan 3	
	Donkin Blower Room Ventilation Extraction Fan 4	
	Donkin Blower Room Ventilation Extraction Fan 5	
	Donkin Blower Room Ventilation Extraction Fan 6	
	Blower Room Overhead Travelling Crane	
	Vogelsang Rotary Lobe Permeate Pump 1	
	Vogelsang Rotary Lobe Permeate Pump 2	
	Vogelsang Rotary Lobe Permeate Pump 3	
	Vogelsang Rotary Lobe Permeate Pump 4	
	Vogelsang Rotary Lobe Permeate Pump 5	
	Vogelsang Rotary Lobe Permeate Pump 6	
	Machine Building Ventilation Fan	
	Citric Acid Tank Mixer	
	Sodium Hypochlorite reagent room extraction fan	
	Citric Acid reagent room extraction fan	
	Wash Water Pump 1	
	Wash Water Pump 2	
	Wash Water Pump 3	
	Permeate Automatic Sampler	
	S-Recycle Submersible Centrifugal Pump 1	
	S-Recycle Submersible Centrifugal Pump 2	
	A-Recycle Submersible Centrifugal Pump 1	
	A-Recycle Submersible Centrifugal Pump 2	
	A-Recycle Submersible Centrifugal Pump 3	
	R-Recycle Submersible Centrifugal Pump 1	
	R-Recycle Submersible Centrifugal Pump 2	
	Anaerobic Zone Agitator 1	

Name	Function	
	Anaerobic Zone Agitator 2	
	Anoxic Zone Agitator 1	
	Anoxic Zone Agitator 2	
	Aerobic Zone Aerator 1	
	Aerobic Zone Aerator 2	
	Aerobic Zone Aerator 3	
	Aerobic Zone Aerator 4	
	Aerobic Zone Aerator 5	
	Bridge Motor 1	
	Bridge Motor 2	
	Bridge Motor 3	
	UV Dosing Unit 1	
	UV Dosing Unit 2	
	UV Dosing Unit 3	
	UV Dosing Unit 4	
	Secondary Wash Water Supply Pump	
	Self-Cleaning Filter 1	
	Self-Cleaning Filter 2	
	Chlorine Building Motive Water Centrifugal Pump - only allow place in MCC	
	Chlorine Building Extraction Fan 1 - only allow place in MCC	
	Chlorine Building Extraction Fan 2 - only allow place in MCC	
	WAS Sump Mixer	
	WAS Sump Pump 1	
	WAS Sump Pump 2	
	Dewatering Kaeser Air Compressor 1	
	Dewatering Kaeser Air Compressor 2	
	Donkin Air Dryer 1	
	Donkin Air Dryer 2	
	Thickened Sludge Allweiler Screw Pump 1	
	Thickened Sludge Allweiler Screw Pump 2	
	Aerobic Digester Fixed Aerator 1	
	Aerobic Digester Fixed Aerator 2	
	Aerobic Digester Fixed Aerator 3	
	Aerobic Digester Fixed Aerator 4	
	Aerobic Digester Floating Aerator 1	
	Aerobic Digester Floating Aerator 2	
	Aerobic Digester De-Aeration Mixer	
	Polymer Dosing Pump 1	
	Polymer Dosing Pump 2	
	Polymer Dosing Pump 3	
	Polymer Preparation Unit 1	
	Dehumidifier	
	Sludge Feed Screw Pump 1	
	Sludge Feed Screw Pump 2	
	Sludge Feed Screw Pump 3	

Name	Function	
	Belt Press 1 Motor 1	
	Belt Press 1 Motor 2	
	Belt Press 2 Motor 1	
	Belt Press 2 Motor 2	
	Belt Press 3 Motor 1	
	Belt Press 3 Motor 2	
	Belt Press 1 Hydraulic Pack	
	Belt Press 2 Hydraulic Pack	
	Belt Press 3 Hydraulic Pack	
	Sludge Cake Screw Conveyor 1	
	Sludge Cake Screw Conveyor 2	
	Sludge Silo Screw Conveyor 1	
	Sludge Silo Screw Conveyor 2	
	Sludge Silo Screw Conveyor 3	
	Dewatering Ventilation Fan 1	
	Dewatering Ventilation Fan 2	
	Dewatering Ventilation Fan 3	
	Dewatering Ventilation Fan 4	
	Supernatant Submersible Centrifugal Pump 1	
	Supernatant Submersible Centrifugal Pump 2	

Mobile Pumps

Pump Name	Registration No	Model	Serial No	
Karloskar - 6" Diesel pump				
Selwood B 80 - 4" Electric pump	CL 21653	NB132 M2-4	502004	
Gorman Rupp 4" Electric pump				
GX 340 Honda 11 - Trash pump		WT 40X		

This tender is subject to the General Conditions of Contract (GCC) 2015 and Special conditions of Contract

2.2 Engineering Requirements

1. Design services and activity matrix

No re-design work will be required under this contract.

2. Employer's design

Details of the Employer's performance are given throughout this Scope of Works.

3. Design brief

No design work will be required under this contract.

4. Design procedures

No re-design work will be required under this contract.

5. Preferential procurement procedures

Tenders will be evaluated in terms of the Preferential Procurement Regulations 2022 which are bound into this document. Resource standards pertaining to targeted procurement.

Tenders will be evaluated in terms of the preferential procurement policy of the Stellenbosch Municipality.

6. Scope of mandatory subcontract works.

THE PERCENTAGE OF SUBCONTRACTING MUST BE CLEARLY INDICATED. The Contractor shall have substantial capacity and facilities to handle all the equipment listed in Part 2 Section 2.3: Equipment Description. Sub-contractors may be appointed for specialised activities, subject to the approval of the Employer. All services tendered on must be **ISO 9001** quality listed. Tenderers shall submit with tenders the details, names and addresses of all sub-Contractors whom they propose to employ for any work listed as activities to be performed. **By appointing a sub-Contractor, the Appointed Contractor shall not diminish his responsibility to the Department.** The Appointed Contractor shall be solely responsible for all work performed under this tender. Payment of these sub-Contractors will be the responsibility of the Appointed Contractor. **Rates will be as tendered and a maximum mark-up of 10% on subcontracting work will be allowed. (all necessary invoices to be provided).**

7. Quotations

For all work to be performed in terms of this contract a detailed quotation for the material/parts cost must be provided. In the event that the sum of any parts, consumables or replacement equipment must be procured above the value of R30 000 including VAT, Stellenbosch Municipality may procure the parts, consumables or replacement equipment from the panel of service providers appointed under this tender, or alternative approved municipal procurement routes. All quotes of this type must be accompanied by all subcontractor or sub-supplier quotations.

In the event of an emergency, the municipality may decide to use the Service Provider that quotes first to perform the work.

The municipality may request that the Service Provider provide a quote from the original OEM.

The municipality can at any stage ask for original quotations of parts quoted.

All quotations shall be addressed to the official initiating the work and shall include all of the following:

The Contract/Tender Number

The quotation number

Organisation for which the quotation is intended

Municipal Department

Site Name

Scope of works / Equipment Description

Failure report / Description of failure

Equipment costs, lead time and data sheets

Material costs, lead time and data sheets

Correct Labour Rate as per tender (Rate x Estimate Quantity)

Note¹: Labour quantity to be separated for on site work, work performed on the Service Provider's premises and travel labour.

Note²: Travel time must be quoted separately for 1 hour per trip per day (2 hours total per day).

Note³: Any additional travel time required by the Service Provider must be covered by their labour rates.

8 Standard Operating Procedure for Work Performed on this Tender

1. On equipment failure, a representative from the affected department will request a quotation from the preferred service provider.
2. The department representative will determine if the failure constitutes an emergency.
3. If the failure is an emergency, a technical representative of the service provider must be on site within two hours (overtime hours will be applicable outside working hours). If not an emergency, the department representative will determine when the service provider must be on site.
4. For a normal breakdown the service provider is expected to respond within three working (3) days for an assessment and provide a quotation within seven (7) working days after the assessment for necessary repairs .
5. The municipality will inform the service provider via email if the level of services is not met and provide one single opportunity for the service provider to correct before moving on to other service providers as per step 4 above.
6. The service provider provides a quotation as per clause 7 above.
7. The manager of the specific municipal department (or the senior manager) sign and date the quotation as approval to perform the work on the bulk order.
8. The service provider performs the work as per approved quotation, lead time and any other work permit procedure.
9. When the work is satisfactory completed, a delivery note / work completion certificate must be signed by a relevant municipal employee (list will be provided by the municipality).
10. The service provider submits the final invoice, account statement and the repair report to the official who requested work to be done, and the manager for the relevant department. The invoice must reflect the actual hours worked. In the event that the actual hours worked could exceed the estimated hours quoted, the service provider must engage with department prior to exceeding the quoted hours with a satisfactory explanation for the expected increase in time, for example an increase in scope.
11. The relevant municipal officials scrutinize the invoice and account statement for correctness and submit for payment if correct. If the invoice is incorrect, the note for the incorrect invoice and accompanying updated account statement.

Note¹: Level of service in the above steps refer to responsiveness in terms of providing quotations, updating quotations, quality and correctness of quotations, availability during an emergency, responding to phone calls and emails and adhering to stated lead times.

Note²: Repair report means: a description of the work performed, test certificates after repair, commissioning certificates after re-installation (example pump test report against pump curve)

Note³: A commissioning certificate must show that all parameters of the equipment operate within the OEM datasheet specifications, including but not limited to: duty, electrical current drawn, noise levels, efficiency, no fluid leaks.

Note⁴: A test certificate must show that all parameters of the equipment operate within the OEM datasheet specifications. Should this be performed in the Service Provider's workshop, an opportunity must always be provided for a municipal representative to witness the test.

12. service provider must submit the corrected invoice at the new date and provide a credit

9 Works specifications

It shall be the responsibility of the Contractor to obtain the most recent copies of the relevant editions of the documents referred to in this document. The Contractor shall obtain copies of the Standard Specifications listed, which are available from the South African Bureau of Standards.

10 Applicable SANS standards for the execution of the works.

For the purpose of this Contract, the following national standards shall apply:

SANS 10108	The Classification of Hazardous Locations and the Selection of Apparatus for Use in Such Locations
SANS 10140-3	Identification Colour Marking Contents of Pipelines

11 Plant, materials and equipment

The Contractor shall supply all the plant and equipment required to perform maintenance work and all plant and equipment shall comply with the requirements as stipulated in the Environmental and Occupational Health and Safety Act and the Construction Regulation Act (2003).

12 Treatment of existing services

The contractor shall familiarise themselves with all existing services and liaise with all relevant authorities for the location and detection of existing services. The contractor shall also use all necessary means to locate and expose services without damage to such services, should it be necessary.

13 Damage to services

The Contractor shall ensure that his employees do not interfere with, or cause damage to any existing services that may or may not hinder the operation of the Works and he shall instruct them to refrain from entering areas where they are not required to carry out any work related to the contract.

14 Reinstatement of services and structural damaged during execution of the works.

The Contractor shall be responsible for the reinstatement of all services damaged as a result of his activities while on site, reinstatement and repair costs shall be fully borne by the Contractor no claims against the Employer will be entertained.

15 Service and facilities provided by the employer

16 Source of Water Supply

It is not expected that the Contractor may need to obtain his own connection points from the Municipality's Water Supply for the execution of this Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs Incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred neither for the provision of a water supply point nor for the cost of water drawn.

17 Source of Power Supply

The Contractor may use the Employers existing electricity supply and shall not be charged for reasonable use for the execution of tasks that fall under this Contract.

The employer accepts no responsibility for the availability, or lack thereof, of electricity. No payment shall be made for the costs incurred in that regard.

18 Location of Services and Materials Storage Area

It is not expected that the Contractor may need or require storage areas under this Contract. However storage areas where required, will be provided on the various sites and shall be indicated to the Contractor on an ad hoc basis.

The Contractor shall confine his storage of materials to the areas designated on completion of the Works the surface of the areas utilised shall be re-instated.

The areas indicated shall include the following:

1. water: location, quality, approximate pressure, source, etc.
2. electricity: location, phase, source, etc.
3. ablution facilities: nature and location
4. medical/ first aid facilities: nature and location
5. fire protection services: nature and location
6. other to be described as required

The Contractor shall continuously clear up and make good when any service or facility is no longer required. He shall leave the employer's facilities in the condition they were before the Contractor first made use of them, with fair wear and tear excepted.

The Contractor shall continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

a. Facilities provided by the contractor

7. Site Office

No Site offices will be required under this Contract

8. Sanitary Facilities

The Contractor may utilise existing sanitary facilities on the Site. The Contractor shall ensure his personnel maintain these facilities in a good condition and shall always adhere to acceptable hygienic standards.

The Employer shall reserve the right to revoke access to these facilities for the Contractor's personnel should they fail to adhere to acceptable hygienic standards. Should access to sanitary facilities be revoked the Contract shall supply make alternate arrangements for sanitary use by his workmen.

9. Other facilities and services

All water, sanitation and office facilities where applicable, shall be provided by the Employer for the duration of the Contract.

10. Vehicles and equipment

The Contractor shall be responsible for supplying his own vehicles to his employees for the duration of the Contract.

11. Advertising rights

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer. The Contractor shall be responsible for their supply erection, maintenance and ultimate removal.

12. Site usage

Access to site shall be limited to the contractor with a work permit and his personnel. The contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer of any breach of such rules. The site shall be managed and used for its intended purpose.

13. Site establishment

No site establishment will be required under this Contract.

14. Alterations, additions, extensions and modifications to existing works

No alterations additions, extension and modifications to existing Works will be required under this Contract, unless specifically instructed so by the Employer.

15. Inspection of adjoining properties

All work specified under this Contract shall be executed within the premises of the various Stellenbosch Municipality Water Infrastructure Sites. No inspection of adjoining properties is required.

b. Minimum employment conditions for the works

16. General

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

17. Employment contracts

The Contractor shall enter into an employment contract with every one of his/her employees including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. All unskilled labour must be 100% locally sourced.

c. Management

18. Contractor's Responsibility in terms of the OH&S Act

The Contractor shall be responsible for complying with the Occupational Health and Safety Act 85 of 1993 and specifically the Construction Regulations 2003 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003)

19. Works not to Interfere

The various operations that make up the Works will be operational throughout the Contract. The Contractor shall ensure that the Works do not affect operations without good reason and that there is access at all times.

20. Planning and Programming

The Works execution Programme to be submitted to the Employer, by the Contractor shall;

- (a) clearly identify all the major maintenance activities that may have a significant impact on the day-to-day operations; and
- (b) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract; and

21. Sequence of the works

The Contractor shall be responsible for determining the sequence of the Electrical Maintenance Works, which shall be subject to the approval of the Employer.

5. Synergy with electrical or mechanical contractor

It is the intention of the employer to appoint an Electrical Contractor separately from the Mechanical Contractor. The cooperation in terms of work scheduling and information sharing to minimize equipment downtime must be liaised between the different contractors.

6. Permits

The Contractor shall be responsible for obtaining the necessary permits and way leaves where required.

3 MAINTENANCE

PSC 1 SCOPE

Maintenance of the specified systems, services and/or parts of the Works and shall all be referred to as "Maintenance of an Installation". Maintenance of existing Installations shall ensure reliable functioning and optimum service life thereof. Maintenance responsibilities for each Installation, including all units as specified shall commence when the Contractor is given access to the Site. Commencement of maintenance shall mean that the state of Installations is at an acceptable level of serviceability.

The scope for the Maintenance contract shall include all items and equipment installed at the various installations that make up the municipal electrical infrastructure across the Stellenbosch Region.

The Contractor, as part of his scope of work under the Maintenance contract shall ensure that during the execution of his work, the Works and surrounding areas are maintained in a clean and safe condition at all times, to the satisfaction of the Employer.

Maintenance of an installation shall be performed in accordance with the General Maintenance Specifications, the Maintenance Schedules, the Operating and Maintenance Manuals, as well as the Maintenance Control Plan.

PSC 2 MAINTENANCE REQUIREMENTS

PSC 2.1 Contractor's Responsibilities

The Contractor shall be required to perform General and/or Emergency maintenance at existing Installations for the period ending 30 June 2026. The frequency of General and/or Emergency maintenance requirements will be earned out in accordance with the Employers written requests.

The Intended Maintenance Work shall include corrective maintenance, as well as breakdown maintenance on all components of the specified Installations. Each inspection, test or breakdown shall be recorded in an approved format and listed in a monthly report.

As part of repairs or replacement of each installation. the Contractor shall submit a set of Operating and Maintenance Manuals where applicable. The Contractor shall ensure that the operating and maintenance personnel are conversant with the instructions as presented in the Operating and Maintenance Manuals.

The Operating and Maintenance Manuals for all existing equipment within the Works, as provided by the Employer, shall be used as a basis for preventative maintenance.

Where an Operating and Maintenance Manual is either unavailable or incomplete for an existing piece of equipment, the Contractor shall corroborate with the Employer to ensure that they are provided at the start of the Maintenance period. All costs for obtaining Operating and Maintenance Manuals for existing equipment shall be borne by the Employer.

The Contractor shall, as part of his maintenance responsibilities, repair or replace faulty equipment upon logging of a breakdown, within the down-time as defined in Clause PSC 5.1 at the Contractor's cost, except in the event of replacement being labeled as exceeding liability as specified in Clause PSC 2.3, in which case the Employer will bear part of the costs.

The Contractor shall not claim additional establishment costs where repair work is to be carried out during the maintenance phase.

The Contractor shall rectify any faulty condition of which he becomes aware. Such rectification shall also be logged and listed in the monthly report,

PSC 2.2 Definitions of Maintenance Requirements

Breakdown maintenance

This entails repair and/or replacement of defective equipment units or parts of Installations following a breakdown that leaves the Installation inoperable or unsafe and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.

PSC 2.3 Conditions for Exceeding the Contractor's Liability due to Operational Damage Breakdowns.

Operational damage shall be defined for the purpose of this clause as being any damage caused on purpose, by accident or through negligence by the User Client's employees, suppliers, sub-contractors, etc., for any reason whatsoever. Where repair work is necessitated during the contract as a result of operational damage caused by the User Client's or their associates or any other reason beyond the Contractor's control, the Contractor will be requested to:

22. perform the work on receipt of an order from the Employer, within the time offered,
23. notify the Employer well in advance of completion of the repair work in order to enable inspection, and
24. refrain from claiming additional establishment costs for such work.

Operational damage caused by the employees, suppliers, subcontractors, etc., of the Contractor, shall be repaired by the Contractor at his own cost.

PSC 2.5 Supply of labour, Equipment and Materials

Only competent personnel that have been adequately trained by the Contractor shall execute all maintenance work.

All tools, equipment and consumables that are required for maintenance work shall be provided by the Contractor at his cost.

All materials, spare parts, components, equipment and appurtenances necessary for the repairs due to the Operational Damage Breakdowns of each installation shall be supplied and installed by the Contractor but paid for by the Employer as specified in Sub-clause PSC 2.3 for exceeding Contractor's Liability.

The Contractor shall cede any supplier's or factory guarantee of repaired or replaced components to the Employer to ensure that such guarantees are not jeopardised in any way. All workmanship materials and components used for breakdown repair shall be guaranteed for a minimum of twelve (12) months.

All replacement parts shall be new, unused or fully refurbished and comply fully with the original manufacturers specifications or as otherwise stated by the Engineer.

Replacement parts will preferably be obtained from the original manufacturer or as otherwise approved by the Engineer.

If the original manufacturer is unable or unwilling to supply the parts as may be required, refurbished parts may be used subject to the written authority of the Engineer. The Contractor shall guarantee these parts for a period of no less than 12 months from date of installation or as otherwise specified in writing by the engineer.

Any replacement part that was not obtained from the original manufacturer, as well as the supplier of the replacement part, shall be clearly specified on the service report.

Where spare parts are obsolete it is expected from the Contractor to reverse engineer components where possible and provide the necessary guarantee.

PSC 2.6 Identification of Equipment

A unique identification number will be allocated to each mechanical and electrical item forming part of an Installation. This identification number will be allocated and administered in collaboration with the operating personnel and must be described in the maintenance control plan.

Reference shall be made to identification numbers in the maintenance control plan, operating and maintenance manuals and during all maintenance activities, including the logging of breakdowns other correspondence.

PSC 3 COMMUNICATION

25. The Contractor shall establish a telephone and email and a cellular telephone connection to ensure that he can be reached at any time.

26. The Employer shall supply the Contractor with a list of contact details of all his operating personnel at the various installations.

27. The Contractor shall primarily be responsible for determining the items requiring preventative corrective and breakdown maintenance, and shall communicate this information directly to his maintenance workforce as well as the Employer.

28. Should the Employer or operating personnel determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the respective maintenance force as per point 3 above provided as soon as possible.

29. Reaction times will be as described in Clause PSC 5.1.

30. All complaints of the operating personnel shall be reported to the Contractor via the call centre, as set out in the maintenance control plan and the Employer shall issue instructions to the Contractor. The breakdown registration form will be completed and faxed to the Contractor. After the Contractor has attended to the complaint, the Contractor will provide feedback to the call centre both telephonically and via fax. The breakdown close out form shall be completed by the Contractor and faxed to the Employer as soon as the breakdown is repaired by the Contractor.

PSC 4 PERFORMANCE MEASUREMENT

The Contractors performance shall be measured according to the following parameters:

PSC 4.1 Maximum Maintenance Down-Time

After an emergency complaint has been logged and forwarded to the Contractor the Contractor shall be expected to minimise the maintenance

down-time until the system component is fully operational to the satisfaction of the Employer..

The Contractor shall respond to a breakdown registration by travelling to Site to evaluate the breakdown (scope of repair work) and estimate the realistic downtime and revert back to the Employer.

Should the Contractor not be able to complete the required repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the Employer. The written report shall clearly state the reasons for the extension, as well as the actual extension required.

Extension of down-time will only be granted by the Employer if:

31. the maximum down time is unreasonable in relation to the scope of the repair work required;
32. the delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the Contractor to successfully complete the repair work within the maximum breakdown down-time allowed.

Should the actual down-time exceed the maximum down-time, except where extension is granted by the employer, the Contractor shall be liable to a payment reduction for the difference between actual down-time and maximum down-time. This is reflected in the table below:

REQUIRED EMERGENCY MAINTENANCE	MAXIMUM DOWN-TIME ALLOWED	PAYMENT REDUCTION IF EXCEEDED
Response time	8 hours	R500/hour
Breakdown repair	1 day	R2000/day

"Maximum down-time" shall mean the period of time allowed repairing a breakdown, and "actual down-time" shall mean 'the measured period from the instant when the breakdown was logged with the Contractor until the installation has been repaired to its functional specification.

PSC 4.2 Score-Card

The Employer will inspect each installation and will use a score-card to measure the quality of corrective maintenance rendered by the Contractor during the preceding month on all components that form part of the installation. The Employer will record his inspection directly onto the score-card. The score-card shall serve to evaluate performance indicators quarterly in the manner set out below.

The Contractor shall always have the opportunity to score the maximum points, provided that his preventative and corrective maintenance work comply with the Specifications. The Employer will therefore be protected against a reduced or unsatisfactory service level and may refuse payment on such points

PSC 4.2.1 Performance indicators:

Performance indicators shall be used to measure the Contractor's service level of preventative and corrective maintenance.

The Contractor shall aim to perform satisfactorily on all performance indicators all indicators shall be based on the scope of his normal preventative and corrective maintenance work and shall be based on the maintenance control plan and operating and maintenance manuals. The work shall either be satisfactory, or unsatisfactory, and the Contractor shall score one (1) or zero (0) respectively per indicator.

Performance indicators shall be used to focus on certain key aspects of the work and shall in no way limit the Contractor's responsibility to do all the required work. Various performance indicators have been allocated for each type of installation as included in the score-cards set out in PSC 6 below.

PSC 5 GUIDELINE FOR THE USE OF THE MAINTENANCE SCORE-CARD

The score-card and performance indicators must be used as a maintenance management tool the aim with each score-card is to ensure that-

1. the project focuses on key aspects of maintenance per month.
2. the Contractor receives payment for his work, and
3. The Employer receives value for money and a sustained high level of service.

Performance indicators must be selected to measure the Contractor's service level of preventative and corrective maintenance that will be based on the Maintenance Control Plan and the Operating and Maintenance Manuals.

Breakdowns must be dealt with if and when necessary by logging of the breakdown and monitoring the downtime.

GENERAL INFORMATION

Stellenbosch Municipality require the general information in respect of the different categories

to be completed that will aid in the evaluation of respective bidders. It is therefore important that the sub-contracting documentation is completed with the relevant percentage (%) applicable. This is important when claiming BBEE points. The service provider OR their subcontractor(s) must meet the requirements as stipulated for each category. Proof of subcontractors experience and qualifications must be submitted with the bid.

ITEM	INFORMATION ITEM CATEGORY A: PLC and SCADA rates	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Will any of the work be outsourced?			
2	If yes in no.1 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY B: DOSING INSTALLATION RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Is repairing and inspecting Dosing installations your company's core competency?			
2	Will any of the work be outsourced?			
3	If yes in no.2 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY C: TELEMETRY INSTALLATION RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Will any of the work be outsourced?			
2	If yes in no.1 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY D: ELECTRICAL FENCING INSTALLATION RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Is repairing and inspecting electrical fencing installations your company's core competency?			
2	Will any of the work be outsourced?			
3	If yes in no.2 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY E: REFRIGERATION AND HVAC RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years

ITEM	INFORMATION ITEM CATEGORY E: REFRIGERATION AND HVAC RATES	PLEASE INSERT YES/NO/Years		
1	Is repairing and inspecting Chlorine installations your company's core competency?			
2	Will any of the work be outsourced?			
3	If yes in no.2 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY F: MCC FAULT FINDING AND ELECTRICAL REPAIR RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Will any of the work be outsourced?			
2	If yes in no.1 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY G: INFRARED MCC SCANNING RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Will any of the work be outsourced?			
2	If yes in no.1 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			

ITEM	INFORMATION ITEM CATEGORY H: AII PROCESS MONITORING EQUIPMENT (flow meters, ORP, DO, pH, etc.) RATES	PLEASE INSERT YES/NO/Years		
		YES	NO	Years
1	Will any of the work be outsourced?			
2	If yes in no.1 above, how many years experience does the subcontractor have (provide at least 3 contactable references)			



1. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer For the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction and installation of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
2. A price or rate is to be entered against each item in the Bill of Quantities under the relevant category, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.
3. All categories not tendered for must be indicated by writing "No Offer" in the pricing schedule. * All the items/rates in a category must be tendered on. Tenderers who complete only portions of the Category will not be considered and therefore deemed non-responsive.
4. Where an item has been provided for the tenderer to price any further work considered necessary by the tenderer, the tenderer must provide full details of what has been allowed for under that item(s). Where such item(s) are not priced, it will be held that rates supplied for each of the priced items adequately cover the cost of carrying out the required work.

PSC 1 MEASUREMENT AND PAYMENT

PSC 1.1 Call-out charge in response to a breakdown

Stellenbosch WC024 has a radius of 30km from Stellenbosch central. This radius should be use when compiling the rates to be submitted as per the bill of quantities.

The call-out charge rate per professional, technical or support staff shall include full compensation for all costs related to Labour, travelling, inspecting, assessing and reporting of dysfunctional components or installation. (please note if the workshop is outside of Western Cape the rate should include all travelling and disbursements)

Operational damage shall be defined for the purpose of this clause as being any damage caused on purpose or by accident or through negligence by the User

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



Client's employees, sub-contractors, etc., for any reason whatsoever. Where repair work is necessitated during the contract as a result of operational damage caused by the User Client's or their associates or any other reason beyond the Contractor's control, the Contractor will be requested to:

1. perform the work on receipt of an order from the Employer, within the time offered,
2. notify the Employer well in advance of completion of the repair work in order to enable inspection, and
3. refrain from claiming additional establishment costs for such work.

Operational damage caused by the employees, suppliers, subcontractors, etc., of the Contractor, shall be repaired by the Contractor at his own cost.

PSC 1.2 Payment reduction due to exceeding maximum allowable response time during when the breakdown was logged first with the Contractor and up until he travels to Site to evaluate the breakdown (scope of repair work), estimate the realistic downtime and provide feedback to the Employer.

The negative fixed rate shall include full compensation for the User Client's loss in productivity and, multiplied by the number of hours measured, shall be deducted from the certified amount due to the Contractor.

Should the actual down-time exceed the maximum down-time the Contractor shall be liable to a payment reduction for the difference between actual down-time and maximum down-time. This is reflected in the table below:

REQUIRED MAINTENANCE	MAXIMUM DOWN- TIME ALLOWED	PAYMENT REDUCTION IF EXCEEDED
Response time	8 hours	R500/hour

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



Breakdown repair	1 day	R2000/day

"Maximum down-time" shall mean the period of time allowed repairing a breakdown, and "actual down-time" shall mean the measured period from the instant when the breakdown was logged with the Contractor until the installation has been corrected to functional specification.

Special conditions of contract

Settlement of Disputes

CLAUSE 27 reference 27.1 of GCC 2015 pertaining to settlement and disputes are hereby amended to read as follows:

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.

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



Arbitration

An 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.

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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

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

19. REQUIREMENT

A prerequisite for being a responsive tenderer is that the service provider must have workshop facilities within the Western Cape area. Contactable References must be provided. In order to be considered for an appointment in terms of this bid, both the service provider OR their subcontractor must be registered with the CIDB (same if service provider want to outsource a category, need to have the CIDB grading for the category). Proof of registration must be appended to Schedule 9.

20. Attached is the CIDB grading and upper level of each grading

Grading	Upper value
1	R500 000.00
2	R1 000 000.00
3	R3 000 000.00
4	R6 000 000.00
5	R10 000 000.00
6	R20 000 000.00
7	R60 000 000.00
8	R200 000 000.00
9	No limit

EM No	Pre-Qualification Criteria	COMPLY			
		Yes	No	Years	Proof attached.
1.	CIDB registration of 1ME, 1EE, 1EB, 1EP, SQ or higher is applicable to different categories.				
2	Category A: HMI, PLC and SCADA experience of at least five (5) years on maintenance, installation and implementation of control philosophy on Schneider PLC and HMI and Adroit Smart UI SCADA systems within a water and wastewater treatment plant with necessary staff experience and qualifications as required per category A. 3 Contactable reference must be provided. CV's of local staff to be submitted. Bidder have read				



	the requirements under section Bill of Quantities as per Category A No CIDB grading required for this category.				
3	Category B: Dosing Installations, Service provider have at least 3 years' experience in maintaining and install dosing systems and 3 contactable references to be submitted. CIDB grading 1ME or higher required.				
4	Category C: Telemetry Installations, Service provider have 3 years' experience in servicing and repairing SSE RTU installations and open source (individual RTU unit and battery) telemetry with DNP3 and MicroDef). 3 contactable references. Bidder have read the requirements under section Bill of Quantities as per Category A and CV's of local staff to be submitted. No CIDB grading applicable to this category.				
5	Category D: Electrical Fencing, service provider must 3 years' experience in repairing electrical fencing and provide 3 contactable references. CIDB grading 1SQ or higher applicable to this category.				
6	Category E: Refrigeration and HVAC, service provider must 3 years' experience in servicing and maintain these type of installations and provide 3 contactable references. The CIDB grading applicable to this category is 1EP or, 1EB or, 1EE or higher required for this category.				
7	Category F: MCC fault finding and electrical repairs, At least 5 years' experience in change-over relay replacements, Variable Speed Drives and MCC rewiring please indicate. All staff have the necessary qualifications and registration (attached). Names of 3 Contactable references attached. CIDB grading of 1EE or, 1EP or, 1EB or higher required for this category.				
8	Category G: Infrared MCC scanning, company have the necessary equipment and at least 3 years' experience in infrared scanning of MCC and provide the necessary				


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	report and corrective measures. Names of 3 contactable references attached. CIDB grading of 1EE or, EP or, 1EB or higher required for this category				
9	Category H: All Process monitoring equipment (flow meters, ORP, DO, pH, etc), Service provider have 3 years' experience in HMI, PLC and Instrumentation set-up and installation of HACH and Endress Hauser process monitoring equipment. Names of 3 contactable references. N6 Qualification in relevant field (Electrical/Electronic Engineering or software related mid-level programming). No CIDB grading applicable to this category.				
10.	Bidders should have in their employment (proof) qualified artisans such as fitters and electricians with at least five (5) years' relevant experience. Proof in the form of trade certificates from SETA or Department of Labour, must be attached to tender document. Bidders must be able to issue a Certificate of Compliance on work completed. Electricians must be registered at the Department of Labour as an Electrical Contractor. (Proof of registration must accompany this bid document) . Competence of Key Personnel: At least 1 qualified Technician and 1 certified Artisan Artisan staff shall be in the possession of the qualifications appropriate to the skills required for the activities listed. Technicians shall be at least Diploma Technicians. Tenders (where applicable) must be able to issue an Electrical Certificate of Compliance on works completed. Electricians must be registered with the Electrical Contractors Board/Association (ECB) or ECA and proof of this effect must be submitted.				
11.	Bidders must have a fully equipped workshop in the Western Cape to do the necessary repairs on electrical equipment and other installations as per scope equipment. As per Minimum workshop requirement list (Annexure A) . Bidder to have proof of lease agreement in the Bidder's name (Workshops will be visited to verify this.)				



12.	Premises and vehicles must comply to Municipal OHS regulations. A safety inspection will be conducted by the Municipal Risk Manager. Cost to comply will be for the account of the company.				
13.	Fully equipped service vehicle with tools for field service (LDV / Truck) registered in the name of the company. Vehicle registration papers submitted for confirmation.				
14.	Bidders must have completed a similar maintenance contract of at least 12 months successfully. Proof and references must be attached. Bidders are required to complete Schedule 4, Part T2 Returnable Documents				
15.	Organogram of all staff to be employed on the Contract, cross-referenced to corresponding CVs. (CV's of personnel working on this project will be required and must be attached).				

Please note: where no CIDB is indicated, no need for CIDB

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

Attach additional pages if more space is required.

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

Attach additional pages if more 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

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

EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	CONTRACT PERIOD
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
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: "Insert Tender No."**
- 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:	
In words:	Rate based tender

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

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



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:		



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.

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:

Are you/is the firm a registered VAT Vendor	INDICATE WITH AN 'X'							
	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.
3. Bidders can make an offer on all or any of the categories. Stellenbosch Municipality will appoint 2 or 3 suppliers per category. Supplier 2 and 3 will only be used if the preferred bidder cannot perform, and alternative suppliers amounts are market related.
4. Bids will be evaluated on the Average rate price over the 3 years.



BILL OF QUANTITIES

Please note that all items per category must be completed. **(bid to be submitted for either one category or all of the categories)**. It is the intention of Stellenbosch Municipality to appoint more than one service provider per category. Service provider/s that Meet the Criteria in terms of pre-qualifications will be appointed for either all categories they submit a bid or only those for which they submitted a bid.

BIDDERS CAN MAKE AN OFFER ON ALL OR ANY THE CATEGORIES. STELLENBOSCH MUNICIPALITY WILL APPOINT 2 to 3 SUPPLIERS PER CATEGORY. SUPPLIER 2 and 3 WILL ONLY BE USED IF PREFERRED BIDDER CANNOT PERFORM, AND ALTERNATIVE SUPPLIERS' AMOUNTS ARE MARKET RELATED. BIDS WILL BE EVALUATED ON AVERAGE RATES OVER 3 YEARS.

CATEGORY A

A: PLC and SCADA rates

The following requirements are applicable to PLC -Schneider and SCADA – Adroit: In order to be declared responsive, the tenderer must have the following key personnel at the close of tender. Alternatively, a signed undertaking from a specialist sub-contractor or consultant having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer.

The curriculum vitae of all key personnel (including consultants and sub-contractors), must be submitted with the tender submission (*please note no mark-up on subcontracting rates*).

HMI PROGRAMMING: The requirement for HMI programming will be a minimum of a technician with a N6 course qualification or national diploma in Electrical/Electronic Engineering or software related mid-level programming. An accredited training certificate will also suffice for the specific HMI on offer. The individual shall have at least 5 years post qualification experience. The programmer must have a laptop with the latest licenced software for the product on offer.

PLC PROGRAMMING

The requirement for PLC programming will be a minimum of a technician with a N6 course qualification or national diploma in Engineering or software related mid level programming. An accredited training certificate will also suffice for the specific PLC on offer (**Schneider**). The individual shall have at least 5 years post qualification experience in implementing control philosophies of water and wastewater treatment plants. The programmer must have a laptop with the latest licenced software for the product on offer.

INDUSTRIAL NETWORKING INSTALLATION AND SET UP



The requirement for Industrial Network installation will be a minimum of a technician with a N6 course qualification or national diploma in Engineering or Networking related qualification. An accredited training certificate will also suffice for the specific equipment on offer. The individual shall have at least 5 years post qualification experience. The programmer must have a laptop with the latest licenced software for the product on offer.

SCADA SETUP AND IMPLEMENTATION

The requirement for SCADA installation will be a minimum of a technician with a N6 course qualification or national diploma in Engineering or Computer/software programming related qualification. An accredited training certificate will also suffice for the specific SCADA on offer (Adroit Smart UI). The individual shall have at least 5 years post qualification experience. The programmer must have a laptop with the latest licenced software for the product on offer.

SCADA ONSITE TRAINING

Onsite training will be done by an accredited service provider for the SCADA on offer. Proof of Accreditation certification shall be provided.

Experience met	Yes	No	Years	Outsource
HMI				
PLC				
Instrumentation Set-up and Installation				
Proximity Switches				
Technology Partner				

TABLE A: LABOUR

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(i) PLC/Software programmer Technician	hour	1	
2	(ii) SCADA Specialist	hour	1	
3	Week day overtime, incl. Saturday factor	times	1.5	
4	Sunday & Public Holiday Overtime factor	times	2	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive VAT (assume 1 hour labour for each personnel member)			

TABLE A1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY B

B: Dosing Installations rates

1.1.2 Minor Service to consist of the following:

Periodic Cleaning to remove contaminants and deposits brought chemical dosing equipment and control unit(s) by the gas, liquid or powder flow and to the injector(s). In this service o-rings / gaskets have to be removed and replaced, small components like the Injector Throat, Tailway, Footvalves, Screwfeeders etc. have to be cleaned on every six monthly service.

This service includes but does not limit:

- a) Cleaning Vacuum Regulator
- b) Cleaning Rotameter
- c) Cleaning Injector Throat and Tail-way
- d) Clearing of dosing pump parts for optimal operation.

The following equipment must be maintained or replaced:

Evaporator /Liquid trap & Gas manifold

Vacuum Regulator

Pressure gauges

Chlorinator

Injector

Gas leakage detector

Scale

Alarm or siren

Wind sock

Safety Shower

Safety Wash Basin

Chemical dosing pumps (positive displacement, diaphragm, centrifugal etc)

Dry powder feeders.

Dosing related instrumentation (Coriolis flowmeter etc.)



TABLE B: LABOUR

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(a) Technician	hour	1	
2	(ii) support personnel	hour	1	
3	Week day overtime, incl. Saturday factor	times	1.5	
4	Sunday & Public Holiday Overtime factor	times	2	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive VAT (assume 1 hour labour for each personnel member)			

TABLE B 1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY C

C: Telemetry Installations rates

The following apply to telemetry installations. Currently the preferred service provider must be able to do maintenance on all installed systems.

Stellenbosch Municipality have existing SSE telemetry infrastructure (RTU) which must be maintained. There is also an open-source system with DNP3 and MicroDef which uses separate radio and RTU. All replacements to be similar that can be integrated with current systems

TELEMETRY INSTALLATION AND SETUP

The requirement for telemetry installation will be a minimum of a technician with a N6 course qualification or National diploma in Electrical or Mechatronics Engineering or equivalent Communications related qualification.

The individual shall have at least 5 years post qualification experience. The programmer must have a laptop with the latest licensed software for the product on offer where applicable.

TELEMETRY ONSITE TRAINING

Onsite training will be done by an accredited service provider for the Telemetry on offer. Proof of Accreditation certification shall be provided.

TABLE C: LABOUR

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(i) Technician	hour	1	
2	(ii) support personnel	hour	1	
3	Week day overtime, incl. Saturday factor	times	1.5	
4	Sunday & Public Holiday Overtime factor	times	2.0	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE C1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY D

D: Electrical Fencing rates

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(i) Technician	hour	1	
2	(ii) support personnel	hour	1	
3	Week day overtime, incl. Saturday factor	times	1.5	
4	Sunday & Public Holiday Overtime factor	times	2	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE D1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY E
E: Refrigeration and HVAC

TABLE A: LABOUR

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(i) Technician	hour	1	
2	(ii) Support personnel	hour	1	
3	Week day overtime, incl. Saturday factor	hour	1.5	
4	Sunday & Public Holiday Overtime factor	hour	2.0	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE E1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY F

F: MCC fault finding and electrical repairs

TABLE A:

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(ii) Electrical Technician	hour	1	
2	(ii) Electrician	hour	1	
3	(i) Support personnel	hour	1	
4	Week day overtime, incl. Saturday factor	times	1.5	
5	Sunday & Public Holiday Overtime factor	times	2	
5	Amount before VAT			
6	15% VAT			
7	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE F1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



CATEGORY G

G: Infrared MCC scanning

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(ii) Technician	hour	1	
2	Week day overtime, incl. Saturday factor	times	1.5	
3	Sunday & Public Holiday Overtime factor	times	2	
4	Amount before VAT			
5	15% VAT			
6	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE G1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



H: All Process Monitoring Equipment (Flow meters, ORP, DO, pH etc)

Dissolved Oxygen (Hach brand)

Meter Maintenance Service

Sensor cleaning: 90 days or depending on conditions

Sensor and sensor cap inspection: 90 days

Sensor cap replacement: once every 2 years

Calibration: per regulatory agency schedule

Ultrasonic (open channel flow measurement – Andress Hauser brand)

Calibration: Independent adjustments for zero and span (annually or when required)

Electromagnetic Flow meter

Verification shall be possible while the meter is in operation by making use of a portable verification meter/instrument or self-verification function.

Mass flow meter (Andress Hauser)

Suspended Solids Meter

HACH, verification of calibration for the sensor shall be by StabCal

Pressure gauges and switches

Temperature sensors

The service provider must have experience of HMI, PLC and Instrumentation set-up and installation, as after repairs or replacement a new set-up may need to be performed. The service provider also need to indicate whether they are a partner with either HACH, Andress Hauser or any other instrumentation equipment used within a water and wastewater environment in order to save cost when parts need are to be procured.

Experience	Yes	No	Years	Outsource
HMI				
PLC				
Instrumentation Set-up and Installation				
Proximity Switches				
Technology Partner				



TABLE H: LABOUR

ITEM No	Short Description	Unit	Quantity	Rate excl VAT
1	(i) Technician	hour	1	
2	Week day overtime, incl. Saturday factor	times	1.5	
3	Sunday & Public Holiday Overtime factor	times	2.0	
4	Amount before VAT			
5	15% VAT			
6	Total inclusive after VAT (assume 1 hour labour for each personnel member)			

TABLE H1: MATERIAL & SPARES

ITEM	% MARK-UP	ESTIMATED MATERIAL AND SPARES COST (Excl VAT)
Material and spares		R 1 250 000



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	