

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 91/24: UPGRADING OF EXISTING FLOODLIGHTS AT PNIEL AND IDASVALLEY SPORT FACILITIES

TENDER NUMBER: **B/SM 91/24**
DESCRIPTION: **UPGRADING OF EXISTING FLOODLIGHTS AT PNIEL AND IDASVALLEY SPORT FACILITIES**
CLOSING DATE: 20 MAY 2024
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**
CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 3EP and 3CE or higher;**

INFORMATION:

Tender Specifications: Garth Abrahams at 021 808 8295 / 8166 : e-mail: Garth.Abrahams@stellenbosch.gov.za
SCM Requirements: Renae Bergstedt at 021 808 8588: e-mail: Renae.bergstedt@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on 06 May 2024 at 10h00. The Compulsory Clarification meeting will be held in person at **Stellenbosch Municipal Sport Office (Address: 15 Simonsberg Road, Simonswyk, Stellenbosch, 7600. Landmark: The Sport Office is situated next Die Laer (previously known as the Voortrekker Hall)).** Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with “**B/SM 91/24: UPGRADING OF EXISTING FLOODLIGHTS AT PNIEL AND IDASVALLEY SPORT FACILITIES**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level	10
B-BBEE status level of contribution	10
Total points for Price, B-BBEE and locality	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 399.00. per document.***

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 91/24 DIE OPGRADERING VAN BESTAANDE VLOEDLIGTE BY PNIEL EN IDAS VALLEY SPORTS FASILITEITE.

TENDER NOMMER: B/SM 91/24
BESKRYWING: DIE OPGRADERING VAN BESTAANDE VLOEDLIGTE BY PNIEL EN IDAS VALLEY SPORTS FASILITEITE.
SLUITINGSDATUM: 20 MEI 2024
TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal
KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n geskatte KIOR kontrakgradering van ten minste 3EP en 3CE of hoër hê.

NAVRAE:

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Vkb vereistes: Renae Bergstedt by 021 8088588: e-pos: Renaeb.Bergstedt@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op 06 Mei 2024 om 10:00 vm. Die Verpligte Toeligtingsvergadering sal by **Stellenbosch Munisipale Sportkantoor (Adres: Simonsbergweg 15, Simonswyk, Stellenbosch, 7600. Landmerk: Die Sportkantoor is langs Die Laer (voorheen bekend as die Voortrekkersaal) geleë.)** Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëde tenders duidelik gemerk: **"BSM 91/24 DIE OPGRADERING VAN BESTAANDE VLOEDLIGTE BY PNIEL EN IDAS VALLEY SPORTS FASILITEITE"**, op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooidde stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	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 spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendonummer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van R 399.00 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 91/24
UPGRADING OF EXISTING FLOODLIGHTS AT PNIEL AND IDASVALLEY
SPORT FACILITIES

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) <i>(refer to page 114):</i>			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

DATE: APRIL 2024

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Garth Abrahams

Field Officer

Informal Settlements

Tel. Number: **021 808 8295**

/ 8166



1. TENDER NOTICE & INVITATION TO TENDER

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

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5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

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MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	91/24	CLOSING DATE:	20 MAY 2024	CLOSING TIME:	12h00
DESCRIPTION	UPGRADING OF EXISTING FLOODLIGHTS AT PNIEL AND IDASVALLEY SPORT FACILITIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Garth Abrahams
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8295 / 8166
TELEPHONE NUMBER	021 808 8588	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Garth.Abrahams@stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@stellenbosch.gov.za		



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



CONTENTS

	PAGE NUMBER
1. TENDER NOTICE & INVITATION TO TENDER	2
TENDER KENNISGEWING	4
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	9
2. CHECKLIST	10
3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE	11
4. AUTHORITY TO SIGN A BID.....	12
5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	14
6. STANDARD CONDITIONS OF TENDER (CIDB).....	15
7. GENERAL CONDITIONS OF TENDER	29
8. MBD 4 – DECLARATION OF INTEREST	31
9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20 or 90/10.....	34
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	46
12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	48
13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	49
14. FORM OF INDEMNITY	50
PART B – SPECIFICATIONS AND PRICING SCHEDULE	51
15. PRE-QUALIFICATION SCORE SHEET.....	84
16. SCHEDULE OF PLANT AND EQUIPMENT.....	85
17. SCHEDULE OF SUBCONTRACTORS.....	86
18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS.....	87
19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS.....	88
20. CERTIFICATE OF REGISTRATION WITH CIDB	89
21. FORM OF OFFER AND ACCEPTANCE.....	90
22. PRICING SCHEDULE	92
23. DECLARATION BY TENDERER	114



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



2. CHECKLIST

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

Certificate of Clarification/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 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?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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



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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

F1.5.2 The decision to cancel a tender must be published in the 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.

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

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



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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

P_{min} = Price of lowest acceptable tender or offer.

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



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

Locality of supplier	Number of Points for 80/20 Preference Points System
Within the boundaries of the municipality	10
Outside of the boundaries of the municipality	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 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.



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

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

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

PLEASE NOTE:

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



responsible.

7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

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

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



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



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (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;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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



80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :
 - (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (b) Promotion of enterprises located in the municipal area (WCO24)
- 5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 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 BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE status level of contributor –
 - 5.6.1 may only score in terms of the 80/90-point formula for price; and



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

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	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 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 least 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:.....



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <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 style="margin-left: 40px;">i. before 27 April 1994; or</p> <p style="margin-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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



3. I hereby declare under Oath that:

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

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths
 Signature & stamp
 Date:



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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



10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

5. CERTIFICATION

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

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

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



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11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



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12. 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



13. 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:	



14. 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:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE



BSM MAST UPGRADE PROJECT SPECIFICATION

Contents	
Number	Heading
ELECTRICAL, STRUCTURAL AND CIVIL WORKS	
Part S1 : Scope of Work	
1.1	General Information
1.2	Schedule of subcontractors
1.3	Electrical Technical Specification
Part T1 : Sport Fields – Electrical and Masts upgrade	
1	<u>Idas Valley Sport Field</u>
1.1	General
1.2	Electrical – Scope of works.
1.3	Structural/Civil – Scope of works.
1.4	Annexure A & B [BOQ and Drawings]
2	<u>Pniel Sport Field</u>
2.1	General
2.2	Electrical - Scope of works
2.3	Structural/Civil – Scope of works
2.4	Annexure C & D BOQ and Drawings
2.5	Pricing Instructions – Bill of Quantities, Summary

S1 BSM MAST UPGRADE

1.1 GENERAL INFORMATION

2 Sport facilities have been identified that require structural integrity and electrical upgrades.

The two sites are in the vicinity of Stellenbosch and Pniel.

The upgrade of each sport facility will be priced separately. The scope of works, BOQ and drawings addresses each site's unique requirements, and must be priced accordingly.

1.2 SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered



unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organization/Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

1.3 ELECTRICAL TECHNICAL SPECIFICATION

[STRUCTURAL AND CIVIL SPECIFICATIONS – REFERENCE DRAWING NO. 23151-S-000]

1. GENERAL

1.1 DEFINITIONS

The following words and expressions shall have the meanings assigned to them hereunder, except where the context otherwise requires:

Local Authority : Stellenbosch Municipality [Umasipala Municipality]

Local Supply Authority : Stellenbosch Municipality

LV : Low voltage, ie. 420/242V

MV : Medium voltage, i.e. 11.66 kV



Schedules : The Schedules of Quantities in this Specification
 Site : Various Sport Fields.

1.2 INTRODUCTION AND GENERAL

1.2.1 Order of Precedence

Should any of the technical requirements in terms of the Specification and the Drawings for the works be found to be contradictory, the following list of documents shall apply:

- a) Technical Specifications (included and referenced in this document)
- b) Bill of Quantities
- c) Drawings
- d) Scope of Works

1.2.2 Contradictory Requirements

Should any requirements of the Specification and/or the Drawings be found to be contradictory, the Contractor shall bring such contradictions to the attention of the Engineer prior to the ordering of materials and/or equipment and prior to the execution by the Contractor of any work which may be affected by such contradictions.

1.3 SCOPE OF THE WORKS

1.3.1 Site Location

The sites are located as indicated on the Locality Plans in this document.

1.3.2 Extent of the Works

The Works contained in this contract involves:

[All equipment supplied and installed will meet this specification and the Stellenbosch Municipality specification]

General arrangement drawings for the Distribution Boards and kiosks must be forwarded to the Engineer for approval before ordering equipment.

The scope of works for each Sport Field is tabled in each Sport Field section.

1.3.3 Time for Completion

Completion time/duration of the contract will be 4 months from issue of purchase order.

1.3.4 Construction Program

As per the SCC the Contractor shall prepare a detailed construction program for the execution of the entire works. The program shall be submitted to the Engineer for his approval and/or comments. The coordinated and agreed program shall be



strictly adhered to and any deviations shall immediately be reported to the Engineer with full particulars.

1.3.5 Work by Others

All Civil and Structural work will be done by the appointed Civil and structural Sub-Contractor.

1.4 SITE CONDITIONS

1.4.1 Access to the Sites

Refer to the Locality plans elsewhere in this document. Access to the sites must be prior arrange with Stellenbosch Municipality's representative.

1.4.2 Other contractors on Site

The Main Contractor and the Sub-Contractors.

1.4.3 Co-Operation During Construction

The Contractors shall co-operate with all other contractors on site and co-ordinate his activities in order to allow all contractors to do their work.

Arrangements for power outages shall be made at least two weeks in advance.

1.4.4 Supervisory Personnel

The Contractor will be required to nominate a responsible person to supervise the Contractor's activities on Site and to act as the liaison officer on the Contractor's behalf.

The Engineer will nominate a responsible person who will carry out inspections on Site and act as the Engineer's liaison officer.

1.5 SITE FACILITIES

1.5.1 Site Office

The Contractor shall make provision for his own site accommodation.

1.5.2 Toilet and Ablution Facilities

The Contractor will make his own arrangements for toilet and ablution facilities. Adequate facilities for the number of personnel on the site shall be provided.

1.5.3 Storage of Materials

The storage area shall consist of a lockable mobile container an area with security fence. The Contractor shall be responsible for the safekeeping of all materials, including the materials for which the Contractor may have been paid as materials on Site.



The location of the storage area shall be determined in liaison with the Stellenbosch Municipality's Representative. If the storage area is on the site, it shall be removed and the area cleared to the satisfaction of the Engineer after completion of the works.

1.5.4 Living Quarters

To be arranged by the Contractor for his own cost.

1.5.5 Water, Electricity and Sewerage

The Contractor shall assume in his tendered rates that none of the above services will be available, and he shall make his own arrangements if any or all of them are required for the efficient and correct execution of the work.

1.5.6 Communication

The Contractor shall provide his own communication facilities on Site.

1.5.7 Weather conditions

The Contractor shall consider the local weather conditions when planning the Works. The construction program shall allow for the normal weather conditions prevailing at the Site during the construction period.

1.5.8 Bedding Sand [Excavations/Civil works]

The Contractor shall evaluate the available sand on Site for suitability as bedding sand. The removal of such sand shall be subject to the approval of the Engineer. On completion of the removal process, the Contractor shall level the removal area and clear same to the satisfaction of the Engineer.

1.5.9 Dumping Facilities

Excess soil from excavations and rock and other rubble shall not be dumped on Site and the Contractor shall negotiate with the Local Authority for a suitable dumping site.

1.5.10 Existing Services

The Contractor shall negotiate with the Employer, other contractors on Site, the Local Authority, the Local Supply Authority (if not the Local Authority), Telkom and other relevant parties regarding the presence of existing services on Site.

The Contractor shall exercise care to avoid any damage to existing services. Excavations in the vicinity of existing underground services shall be done by hand and under supervision of the Site Foreman.

The Contractor shall be liable for the costs involved to repair any damage inflicted upon existing services by the Contractor or his personnel. Such repairs may not be undertaken by the Contractor unless approved by the Engineer, since such



existing services may still be under guarantee and any interference by the Contractor with such services may nullify such guarantees. All damage shall therefore be reported to the relevant Authority before any repairs are undertaken.

The Contractor shall assume full responsibility for any damage to any existing services as a result of his construction activities.

The Engineer reserves the right to issue variation orders on this Contract to omit any costs due to repairs by others.

1.6 CONTRACT ADMINISTRATION

1.6.1 Pre-Construction Launching Meeting

The Contractor shall attend the pre-construction launching meeting at the construction site at Stellenbosch Municipality at the date and time that will be notified by the Engineer.

1.6.2 Site Meetings

It will be required from the Contractor to attend all Site meetings and inspections. It is a requirement that both the senior foreman on Site and the liaison officer of the Contractor shall attend such Site meetings and inspections.

1.6.3 Site Instructions

The Contractor shall provide a duplicate copy instruction book as Site instruction book. All Site instructions regarding the Works will be noted in the Site instruction book. However, instructions contained in minutes of meetings or in letters by the Engineer, need not of necessity appear in the Site instruction book.

Only instructions issued by the Engineer or approved by him shall be executed by the Contractor.

All instructions resulting in variations to the Works as described in the Specification and on the accompanying drawings, shall be confirmed by means of written variation orders, whether such variations result in cost implications or not. The Contract amount will only be adjusted once approved official variation orders by the Engineer have been issued.

1.6.4 Employer's and/or Local Supply Authority's Representative

The Local Supply Authority is authorized to send an inspector or any other representative to the Site for observation and inspection purposes. Such inspector or other representative will however not be authorized to issue any instructions to the Contractor. The Contractor shall under no circumstances perform work as a result of any instructions from such an inspector or other representative, unless the necessary approval therefore is obtained from the Engineer first. No claim for additional compensation as a result of work performed by the Contractor on the instruction of an inspector or other representative of the Employer and/or the Local



Supply Authority will be considered by the Engineer, unless such instructions were obtained in writing and approved by the Engineer.

The Contractor is strongly advised to request an inspector or other representative from the Employer and/or the Local Supply Authority to get in touch with the Engineer should such inspector or representative require any variation to the Works.

1.6.5 Start of Construction

The successful Tenderer shall be prepared to commence with the execution of the Works immediately after receipt of the Letter of Acceptance. The Contractor will be advised in writing of the actual starting date for the execution of the Contract.

Long-lead delivery items shall be ordered immediately, and the Contractor shall ensure that materials are timeously and in sufficient quantities available in order not to delay the works.

1.7 LAWS, BY-LAWS, REGULATIONS, STANDARDS AND CODES

1.7.1 Compliance

The Contractor shall be responsible to ensure that the Works comply in full with the requirements laid down by the following laws, regulations, standards and codes of which the latest issues and revisions shall apply:

- a) The Occupational Health and Safety Act, Act 85 of 1993.
- b) Code of Practice for the Wiring of Premises, SANS 10142-1 [Latest edition]
- c) The Regulations of the Local Supply Authority (Cape Town City Council).
- d) The Regulations of Telkom SA.
- e) The Standard Regulations of any Government Department or Public Service Company where applicable.
- f) Specifications and codes by the South African Bureau of Standards where applicable.
- g) The technical guidelines and/or technical specifications and Electricity Supply By-Laws as issued by the relevant Local Supply Authority and applicable to electrical installations within the Local Supply Authority's area of jurisdiction.

1.7.2 Notices and Fees

The Contractor shall complete and submit all notices and pay all the fees in respect of the Works as may be required by the Local Supply Authority.



1.7.3 Exemption

The Contractor shall exempt the Employer from all liabilities, losses, costs or expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of the laws, by-laws, regulations, standards and codes specified above.

1.7.4 Contradictions

It is assumed that the Contractor is conversant with the above-mentioned laws, regulations, standards and codes. Should any law or regulation contradicting the requirements of this Specification apply or become applicable during construction of the Works, such law or regulation shall overrule the requirements of this Specification.

The Contractor shall immediately inform the Engineer of such a contradiction, if possible prior to the ordering of any materials affected and prior to the execution of any work affected. Under no circumstances shall the Contractor carry out any variations to the Works in terms of such contradictions without first obtaining the written permission to do so from the Engineer.

1.8 OPERATION AND MAINTENANCE DOCUMENTATION

1.8.1 Record Drawings

During the construction of the Works, the Contractor shall record the as-built conditions on a set of drawings to be supplied by the Engineer for that purpose. On completion of the Works, the Contractor shall submit a complete set of record drawings to the Engineer.

1.8.2 Handing Over Certificate

The submission of "As Installed" drawings, test certificates and operation and maintenance documentation will form part of the Works and the Handing-over Certificate will not be issued unless acceptable and complete documentation has been submitted to the Engineer.

1.9 ELECTRICITY SUPPLY

1.9.1 Connection Points

The connection points for the electricity supply will be as shown on the applicable drawings.

The contractor must make prior arrangements with Stellenbosch Municipality to isolate the electrical supply and reconnect, due Main DB upgrades.

1.9.2 Liaison with Local Authority

As per item 1.9.1

1.9.3 Application for Electricity Connection



The Contractor, shall submit the necessary application for the permanent electricity connection to the Local Supply Authority. Provision has been made in the Schedules of Quantities for payment of the electricity connection fee to the Supply Authority. The Contractor will pay all costs associated with the permanent electricity connection directly to the Local Supply Authority.

1.9.4 Wayleaves

The Contractor shall submit the application for wayleaves to Telkom, Neotel and the City Council. The Contractor shall be subject to the provisions and specifications of the Local Supply Authority and Telkom regarding such wayleaves.

1.10 REPAIRS AND CLEARING

1.10.1 Repair of Incidental Damage

The Contractor shall be liable for the repair of any incidental damage caused by the Contractor or his personnel on Site. Such repairs shall be affected to the satisfaction of the Engineer and the Engineer reserves the right to call for the replacement of any items which are damaged. All such repairs and replacements shall be affected at the cost of the Contractor.

1.10.2 Clearing

On completion of the Works, the Contractor shall clear away and remove from Site all excess materials and rubble resulting from the execution of the Contract. The Contractor shall further tidy and clean the Site to the satisfaction of the Engineer.

2. MATERIAL, EQUIPMENT, AND INSTALLATION

2.1 QUALITY OF MATERIALS AND EQUIPMENT

All material to be supplied in terms of this Contract shall be new and unused. Where specific manufacturers' materials or equipment were not prescribed in the Specification, materials and equipment supplied shall be of the best quality available. Preference shall be given to materials of South African manufacture and in particular to materials bearing the SANS mark of quality.

The Engineer reserves the right to call for the replacement of any materials found on Site which do not conform with the above requirements, provided that alternative materials which do conform with the above requirements, are available. Any such replacements shall be affected by the Contractor at his own cost and the cost shall not be recoverable from the Employer or the Engineer.

2.2 DELIVERY OF MATERIALS AND EQUIPMENT

The Contractor shall ensure that all materials required for the completion of the Works, shall be timeously ordered, and delivered. Delivery dates and possible delays shall be established at an early stage. No claims for extension of the Contract period as a result of delays in delivery of materials shall be considered by



the Engineer, unless such delivery periods are in excess of the Time for Completion.

2.3 FINISHES ON MATERIALS AND EQUIPMENT

2.3.1 General

All materials and equipment to be supplied for the Works shall have durable finishes to withstand the weather conditions on Site for acceptable periods of time. The Contractor shall exercise care regarding materials to be utilized in corrosive areas.

The types preparations and finishes required on various materials and equipment and the final colour are specified in the relevant sections of the Local Supply Authority specifications in Volume 3

2.4 OPERATING CONDITIONS

All material and equipment supplied by the Contractor and all installation methods applied by the Contractor shall be suitable for the following operating conditions:

2.4.1 Environmental Conditions

Altitude above sea level	:	± 300 m
Distance from sea	:	± 20km
Ambient temperature	:	0°C to +40°C
Wind speed	:	In excess of 60km/h
Rain	:	From a light drizzle to heavy driving rain in stormy conditions.

2.4.2 Electrical Conditions

Supply voltage	:	Low voltage	:	400 -420V ± 5%
Frequency	:	50Hz		
Vector group	:	N/A		
Fault level	:	To be confirmed on site.		
Phase rotation	:	To be confirmed with Local Supply Authority.		
Earth system	:	Solidly earthed neutral at distribution transformers.		

2.5 LOW VOLTAGE CABLES

2.5.1 General

The Contractor shall supply and install the LV distribution and service cables along the routes as indicated on the applicable layout drawings.

The low voltage cables shall conform to the following requirements:

Manufacturer:	Aberdare or African Cables or similar
Type:	PVC/PVC/SWA/PVC, 1 000/600 V



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Conductor material:	Copper conductor or if specified – Stranded Aluminum (25-185mm ²) or stranded.
Conductor sizes:	As indicated on drawing.
Cores:	Four (4 core), two (2 core) and single core
Applicable specification:	SANS 1507-3 (Cables shall bear the SANS mark of approval)

2.5.2 Through joints

Through joints shall typically be of the Scotchcast or Duracast resin type chosen and installed in accordance with the cable manufacturer's recommendations. It is important that the copper braiding strip in the kit be utilized in the proper manner so that the conductivity of the armouring be maintained over the joint. The braiding shall make proper contact with the armouring of the cable on both sides of the joint and be properly clamped with a prescribed clamp.

The number of joints shall be kept to an absolute minimum and joints will only be allowed where cable runs exceed full drum lengths, unless otherwise authorized in writing by the Engineer.

All lugs and ferrules for copper cables shall be compressed by means of a hexagonal or circumferential die crimping system in accordance with SANS 1803-1 and shall meet the specifications of NRS 028: 1993

Cable joints shall be marked on the curb stones opposite the joints. In addition, the exact location of each joint shall be indicated on the record drawings, complete with dimensions from fixed reference points such as erf boundaries (in two directions).

All Aluminum cable ends shall be immediately capped with heat shrink caps after it has been cut to length (ie. before making off) to prevent the ingress of moisture.

2.6 TERMINATIONS

2.6.1 Distributions kiosks

Cable terminations in the shall be by means of cable glands. Cable terminations in distribution kiosks and fuse pillars shall be by means of uni-struts and K-clamps.

Suitable lugs, terminals, and other fittings shall be used to match the different sizes and construction of cables. The correct type of crimping tools shall be used to crimp the lugs onto the cores. The lugs shall be bolted directly onto the busbars by means of stainless-steel bolts, nuts and washers. Lugs shall be of the correct size to suit both the conductors and the bolts they have to be connected with. Oversize lugs will not be accepted. Suitably sized washers shall be installed on top of the lugs and split washers shall be used underneath nuts for all bolted terminations.

All lugs and ferrules for copper cables shall be compressed by means of a hexagonal or circumferential die crimping system in accordance with SANS 1803.



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Where aluminum cables have to be terminated it shall be done using closed, long barrel sector shaped aluminum lugs without inspection holes (individually sealed in plastic) and anti-oxide grease, crimped with a hydraulic compression tool.

Heat-shrink sleeves shall be fitted onto the lugs to cover the crimped portion of the aluminum lug and the first 12mm of the cable insulation to prevent the ingress of water/moisture into the cable and accidental contact.

All aluminum cable ends shall immediately be capped with heat shrink caps after it has been cut to length (ie. before making off) to prevent the ingress of moisture.

Conductor tails shall be of sufficient length to terminate the cable in a neat and workmanlike manner. The tails shall be neatly bound together with PVC straps and secured where possible.

Suitable glands shall be used to secure the cables. If cable ends are exposed to the weather, such ends shall be sealed against the ingress of water. **The contact surface of all aluminum lugs shall be treated with non-oxide grease before being secured onto the terminals or busbars.**

Labeling at terminations: The labeling of the “destination kiosk” shall be done by means of coloured Bowthorpe Hellermann type tags eg “DK 5/1 (185 Al)” and fixed to one phase core above the gland or unistrut or alternatively onto the cable below the gland plate or unistrut if lack of space above becomes a problem.

2.6.2 Marking of Service Connections:

- a) **At Kiosk: Bowthorpe – Hellermann coloured tags** with erf number shall be tied around the cable core above the gland plate.
- b) **At mast DB:** A cable draw wire shall be attached to the end of the cable and cut off 25 mm above the ground level after back. A galvanized pipe with erf no painted on it will mark the end of the service cable.

2.6.3 Installation

Cables shall be handled and stored in accordance with the manufacturer's instructions and shall be installed in a workmanlike fashion and in accordance with generally accepted standards. Cables shall never be installed over any sharp edges without suitable protection for the cable against damage. Two or more cables installed next to each other shall be installed parallel and shall not cross each other unnecessarily. The cable installation shall further be planned in advance in order to minimize the number of times that cables installed parallel shall have to cross at turn off points. The distance between adjacent cables shall not be less than 2 x the diameter of the larger cable. No cable shall be bent to a radius of less than 10 x the overall diameter of such a cable in accordance with the requirements of the Wiring Code (SANS 0142:2001 Annexure J).

Cables installed in trenches shall be installed with the aid of suitable cable rollers to avoid damage to the cable due to the installation process.



The minimum distance between MV/LV cables and Telkom cable ducts shall be 300mm unless otherwise specified.

2.7 LOW VOLTAGE METERING KIOSKS

2.7.1 General

The Contractor shall supply and install the kiosks/pillar boxes in the positions indicated on the drawings. The kiosks/pillar boxes shall be manufactured from **3CR12 stainless steel or Polyethylene units according to the Local Supply Authority technical specifications as detailed in Volume 3 of this document “Supply and Delivery of Pillar Boxes, Metering Kiosks, Distribution Kiosks and Service Pillars” (sections 2, 3, 4 and 9). and be equal to the existing kiosks installed.** Kiosks will be equipped with 2 lockable doors. The consumer supply circuit breakers will face to the street with the main switch facing to the erf border.

The kiosks/pillar boxes shall have a neat appearance, shall be mechanically strong and shall have a high standard of finishing. All sharp edges and joints shall be worked off to a smooth finish before painting.

The **kiosks** shall be supplied and pre-wired by the manufacturer and delivered as complete assembled units without the split ED's. Kiosks will be equipped as per single line drawing.

The electrical design of the **kiosks** complete with all equipment shall be adequate to withstand a fault current of at least 15kA unsymmetrical or any higher value that may be specified.

All internal wiring of the **kiosks** for Mast DB's shall be done with 16mm², PVC insulated copper conductors. All wiring shall be in the red, white and blue phase and black neutral colours in the MCB mounting order RRR WWW BBB. [Except Wemmershoek will be Aluminum conductors].

2.7.2 Earthing

The kiosk shall be externally earthed as specified under the heading EARTHING. The external earth conductors shall be terminated onto the earth bar in the kiosk. One conductor only will be allowed per bolt.

2.7.3 Identification Labels

All labels shall be engraved Traffolite labels and shall be fixed to the equipment panel with small brass wood screws or stainless steel pop rivets. The following labelling is required:

- a) Kiosk Identification Label:
The kiosk shall be identified by means of a 2mm thick, engraved Celeron/ Traffolite/Darvic label. The **white lettering** on a **black background** shall be 40mm high. The labels shall be secured onto the front (consumer side) of the kiosk by means of **stainless steel** pop rivets.
- b) Consumer circuit breaker:



5mm high **black engraved** lettering on **white** Celeron labels, depicting the erf numbers as indicated on the applicable drawing. The labels shall be fixed immediately above the consumer circuit breaker and shall be clearly legible when the kiosk door is open.

2.7.4 Danger Signs

Indelible danger signs for electrical apparatus shall be provided on each door of the kiosk. The danger sign (lightning arrow) shall be in accordance with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).

2.7.5 Installation

Refer to the standard drawings for details regarding the required positioning of the kiosks for the Works.

The kiosks shall be installed in a neat fashion, and in a position as agreed with the engineer.. The soil around the plinths shall be compacted with a 1:10 cement: sand mix to ensure that the kiosks are properly secured, especially where the trenches for the cables were excavated to a point adjacent or even below the kiosks. Any excess soil shall be levelled so as to ensure that water will run off and not accumulate around the kiosks.

Once all service connection cables have been installed, the kiosk root must be filled with clean compacted sand to 30mm below the plinth and the remaining 30mm to be filled with 6:1 sand-cement screed.

2.7.6 PADLOCKS

The Contractor must supply its own temporary padlocks until take-over by the Supply Authority who will supply its own locks.

2.8 EARTHING

2.8.1 General

The Contractor shall supply and install the complete earthing installation. The entire Works shall be properly and effectively earthed and bonded as prescribed in the Wiring Code (SANS 0142: 2001) and in the Specification.

The following requirements apply in general:

A separate earth bar/stud shall be provided for each of the kiosks. All other earth conductors shall be connected to the earth bars by means of bolts, nuts and washers.

Iron, Lead and Zinc shall not be used in direct contact with copper earth bars or conductors. Suitable bi-metallic or stainless-steel connectors shall be employed wherever such a connection is required.



Jointing of lengths of earth conductor and T-off's therefrom shall be performed by means of Cadwelding welding. An overlap of minimum three times the width of the conductor shall be used to ensure proper contact.

Where lugs are used for connecting earth conductors, care shall be taken to ensure that the lugs are matched in size to both the conductors and the bolts they have to be connected with. Oversize lugs will not be accepted. The lugs shall be crimped onto the conductors with a hexagon, hydraulic type crimping tool. The lugs shall be so positioned on contact surfaces that the full contact area of each lug is in contact with the contact surface.

Wherever an earth conductor is looped from one piece of equipment to another, the conductor shall not be cut at or in between the pieces of equipment. At each connection point, the conductor shall be bent into a U-shape and the lug crimped onto the U-section. This will ensure that the continuity of the earth conductor is maintained even when the earth conductor has to be removed from the connection point of any individual piece of equipment.

Wherever an earth connection is required to be made off onto a coated surface, the coating shall be removed over a minimum, but sufficient area to ensure good contact between the lug and the surface. Exposed areas where the coating was removed, shall be coated with Anti-oxide paste before bolting on the lugs. Once a lug is bolted on, any exposed area not covered by the lug, shall be made good. The Petroleum jelly shall be removed, and the area cleaned. The exposed area shall then be treated against corrosion to match the quality and type of finishing on the adjoining surface.

All exposed copper earth wires shall be installed in galvanized conduit to a height of 3m above ground level and 500mm below ground. Where the use of galvanized conduit is impractical, PVC insulated earth wire shall be used and jointed at least 750 mm below ground level.

On completion, every earth installation shall be tested and the earth resistance reading recorded. The tests shall be witnessed by the Engineer and/or the Local Supply Authority.

All screws, bolts, nuts and washers to be used shall be stainless steel.

2.8.2 Kiosks

Each distribution kiosk shall be earthed with 2 x 1,8m earth spikes, 1.2m mat to obtain an earth resistance of less than 5Ω, without the contributing BCEW connected to the earth bar.

A continuous length of BCEW (size as indicated on single line schematic drawing or LV lay-out drawings) shall be installed with the LV supply cable from the mini-substation to the first kiosk on every LV cable run and with the LV supply cable in the same trench between kiosks.

The earth conductor(s) shall be connected to the earth bar(s) of the kiosk and/or mini substations.



2.9. EXCAVATIONS AND TRENCHING

2.9.1 Trenching

All excavation for electrical cables shall be done by the Electrical Contractor. The Electrical Contractor shall install the cables and backfill and compact the trenches up to “danger tape” level and also complete the backfilling.

2.10. INSPECTIONS, TESTING AND COMMISSIONING

2.10.1 Inspections by the Engineer

a) Engineer's responsibility:

Inspections by the Engineer will take place on a sampling basis only. The Engineer is not responsible for ensuring that the Contractor meets with the requirements of the Specification but will assist the Contractor in an effort to identify problem areas at an early stage. At no time will an inspection by the Engineer alleviate the Contractor of his responsibility to provide the Employer with a Works which conforms in all respects with the requirements of the Specification.

b) At manufacturers' premises:

Wherever applicable, manufacturers shall inspect and test equipment and materials in accordance with the requirements of this Specification and the applicable SANS specifications. The Engineer shall have the right to attend such inspections and/or tests and shall therefore be given notice of such intended inspections and tests. Notice shall be in writing and shall reach the Engineer at least forty-eight (48) hours prior to the inspection or test time. The Engineer shall decide at his own discretion whether to attend the inspections or tests, or not.

Should the Engineer attend the inspections and or tests at the manufacturer's premises, such inspections shall be regarded as assistance only to the Contractor in an effort to identify any possible shortcoming at an early stage. The fact that the Engineer may attend the inspections or tests and approve the relevant equipment or materials at that stage, will in no way alleviate the Contractor of his responsibility to ensure that the equipment or materials meet with the requirements of the Specification.

c) On Site:

The Engineer will inspect the Works as the work progresses. Typical unacceptable work will be identified, and the Contractor will be expected to rectify such work and to prevent the recurrence thereof.

d) Contractor to be liable for cost of aborted first Handing Over inspection by the Engineer:



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Should the Engineer have been advised in writing by the Contractor of the completion of the Works and then find during the first Handing Over inspection that the Works are incomplete, the inspection will be aborted, and the Contractor shall have to arrange for a further inspection upon completion of the outstanding work. Furthermore, the Contractor will then be liable to pay the Engineer full professional fees on a time and cost basis for the time wasted during the aborted inspection. Should the Contractor fail to settle the Engineer's account, the Engineer reserves the right to issue a variation order on the Contract to omit an amount of money equal to the cost involved in which case the Engineer's account will be submitted to the Employer for settlement.

2.10.2 Inspections by the contractor

In terms of the Contract, the Contractor is responsible to ensure that the Works conform with all the requirements of the Specification. To this effect, it is recommended that the Contractor should inspect all materials and equipment prior to the installation thereof. In addition, the Contractor shall regularly inspect the Works in order to ensure quality control.

Upon receipt of a written advice from the Contractor, requesting a first Take Over inspection, the Engineer will conduct an inspection in the presence of the Contractor or his representative and compile a fault list.

Upon receipt of a written advice from the Contractor that the remedial work has been completed and that a further Take Over inspection is requested, the Engineer will conduct a further inspection. Provided the Works are acceptable, and all required documentation has been submitted, the Engineer shall then issue a Taking-over Certificate.

Upon receipt of a written advice from the Contractor that a Completion inspection is required on the expiry of the Defects Liability Period, the Engineer will arrange for a final inspection (if deemed necessary by the Engineer). Provided the Works are acceptable, the Engineer shall then issue a Completion Certificate.

2.11 REQUIREMENTS FOR TESTING

The Contractor shall provide, at his own cost, the personnel, tools, instruments, equipment, and consumables necessary for the performance of the tests as required. The Contractor shall further arrange for the tests to be performed at times suitable for the Engineer, the Local Supply Authority and the Employer. The Contractor shall perform the tests in the presence of and to the satisfaction of the parties represented.

In general, the following tests shall be performed:

- a) Low voltage cables : Continuity and insulation resistance tests, to be performed by the Contractor.
- b) Low voltage installations : Earth resistance, continuity, and insulation resistance tests, to be performed by the Contractor.



After the successful completion of the tests, the Contractor shall issue the necessary certificates and submit same to the Engineer. In the case of the Certificate of Compliance by installation electricians which shall be issued in terms of the Occupational Health and Safety Act, the original certificate shall be submitted to the Local Supply Authority and a copy to the Engineer.

2.11.1 Commissioning

The Contractor shall commission the Works upon approval thereof by both the Engineer and the Local Supply Authority, after which the Taking Over of the Works will take place.

2.11.2 Quality check sheets

The Contractor shall hand over the following completed and signed copies of the required quality check sheets.

2.12 TAKING-OVER CERTIFICATE

The taking-over of the installation, which must be substantially complete and ready for operation, shall be formalized by means of a "Taking-Over Certificate" issued by the Engineer. Such certificate shall include at least the following:

- Identification of project/contract.
- Confirmation that the contract is complete.
- The date the installation was taken over, as well the expiry date of the 12 months defects liability period in respect of the installation together with a list of minor defects.
- A date by which all defects must be cleared failing which the defects liability period will be extended for the period which the defects remain outstanding.
- The signatures of the Engineer, an authorized official of the Supply Authority/Client and the Contractor.

2.13 TECHNICAL SPECIFICATION FOR LED FLOODLIGHT LUMINAIRES

2.13.1 General

This specification details the manufacture, testing, supply and delivery of floodlight luminaires, as specified below.

The floodlight luminaires shall be suitable for use with light emitting diode (LED) technology.

The following standards contain provisions that, through reference in this text, constitute requirements of this specification. At the time of publication, the editions indicated were valid.

CIE Publication 27	Photometry of luminaires for street lighting
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SATS 17576:2014	Light-emitting diode products for interior lighting, streetlighting and floodlighting — Performance requirements
IEC 60598-1	Luminaires - Part 1: General requirements and tests
IEC 60598-2-5	Luminaires - Part 2: Particular requirements - Section 5: Floodlights
SANS 475	Luminaires for interior lighting, streetlighting and floodlighting Performance requirements
SANS 529	Heat-resisting wiring cables
SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods.
SANS 1088	Luminaire entries and spigots
SANS 60529	Degrees of protection provided by enclosures (IP Code)
ISO 4762	Hexagon socket head cap screws
SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 3: PVC Distribution cables
SANS 1574	Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC-insulated cores and cables
SANS ARP 035	Guidelines for the installation and maintenance of street lighting
OHSACT (Act 85 of 1993)	Occupational Health and Safety Act and Regulations
SANS 61000-3-2	Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)
IEC 61000-4-5	Electromagnetic compatibility (EMC) - Surge immunity test
IEC 55015	Limits and methods of measurements of radio disturbance characteristics of electrical lighting and similar equipment
IEC 5502	Information technology equipment. Radio disturbance characteristics

The luminaires shall be delivered completely assembled with housing, DALI driver, LED module and lens.

Luminaires shall be Class 1 of IEC 60598-1 and be of the totally enclosed type.

The luminaire output shall be provided as output flux at Tq. of 25 °C.

The colour temperature of the luminaires shall be 5700K.

The colour rendering index of the luminaires shall be 70 (minimum).

The performance of LED luminaires shall be verified by designing the lighting of the appropriate road as per SANS ARP 035 on request.



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The luminaires shall deliver 95% of the initial lumens, when installed for 100 000 hours with a 10% maximum LED failure rate (L95B10). The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs.

The LED light source test data shall provide the expected data for at least 25% of rated LED light source lifetime, i.e. 15 000hrs

The following information and conditions shall be met, and the manufacturer shall supply test data that includes, but is not limited to, the following -

- The LED light source(s) have been tested according to LM-80-08.
- The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report.
- The LED light source(s) manufacturer prescribes/indicates a temperature measurement point (Ts) on the light source(s).
- The Ts is accessible to allow temporary attachment of a thermocouple for measurement of in-situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with putty or other flexible sealant is allowable.
- For the hottest LED light source in the luminaire, the temperature measured at the Ts is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current.

Temperature sensors shall be fitted as protection devices to the luminaire, placed directly next to the LEDs. These shall not switch off the luminaire completely. Full details of how the luminaire manages its temperature through the use of sensors and the effect on lumen maintenance shall be supplied.

The luminaire shall be designed in such a manner that there is a thermal separation between the optical and gear compartments. This will allow air to freely flow through and ensure optimal cooling of the luminaire especially during possible daytime maintenance.

Lifespan estimation deterioration curves of LED to be submitted for various design currents, e.g. 350 mA, 500 mA, 700 mA, etc. on request.

The complete assembly and testing of the LED luminaire/s shall be undertaken in South Africa, within an ISO 9001 certified factory.

Luminaires shall further comply with the following standards:

IEC 55015 "Limits and methods of measurements of radio disturbance characteristics of electrical lighting and similar equipment"

IEC 5502 "Information technology equipment. Radio disturbance characteristics."

IEC 61000-4-5 "Electromagnetic compatibility (EMC) - Surge immunity test"



2.13.2 IP Rating

The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the control gear (driver) and optical (LED engine) compartments, when normally mounted as per SANS 475.

2.13.3 Construction

The housing shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, ultra-violet light resistant and vandal resistant. Luminaires shall be suitable for operation at an ambient temperature, T_a , of 35 °C. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided.

The luminaires shall contain a heat sink with no fans, pumps or liquids, and the design of the heat sink shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring effective heat dissipation. Heat from the LED source should take the shortest path to the exterior by direct conduction or any other reliable form of cooling that will not compromise the useful life of the LEDs.

Luminaires shall have a minimum degree of protection of IP66 for the optical and control gear compartments.

The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling.

The luminaires shall have die cast aluminium housings and shall be of grade EN1706 AC44300, (or higher) aluminium alloy. Bidders shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The Municipality reserves the right to submit luminaires for metallurgical testing when necessary.

The luminaires shall be supplied in raw aluminium finish. i.e. The finish shall be unpainted.

Ferrous components shall be hot-dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application.

Small components (such as toggle clips, bolts, screws, nuts, washers) shall be manufactured of stainless steel (grade 304 or better)

The DALI driver shall be mounted internally and be replaceable with the aid of commonly available hand tools.

The luminaire housing shall incorporate an IP 68 rated air pressure relief valve to ensure longevity and reliability on the total luminaire IP rating as well as reducing potential condensation on the protector.

2.13.4 Mounting

The stirrup shall be manufactured from a minimum 6mm x 60mm hot-dipped galvanized steel.

A minimum of three pre-drilled mounting holes shall be provided in the stirrup.



2.13.5 Protector

The photometrical lens, covering each individual LED, shall not be exposed directly to the elements of nature and will have a separate high impact polycarbonate protector covering the complete optical (LED) compartment.

The protector shall form a seal completely preventing the entry of moisture, dust and insects into the optical (LED) compartment. A one-piece gasket of silicon sponge material shall be used for this purpose. Gaskets shall not deteriorate or suffer permanent deformation due to light, heat or compression, to which they will be exposed in practice, during the life of the luminaire.

The gasket shall be fitted into a groove in the housing and shall be seated in a manner ensuring the integrity of the IP66 rating and shall not work loose during maintenance of the luminaire.

2.13.6 Power Supply and Dali Drivers, Requirements

LED module(s) DALI drivers shall be housed fully within the gear compartment of the luminaire and be suitable for operation with the specified rating of luminaire.

The output frequency of the DALI drivers shall be 100 Hz or greater, to avoid visible flicker.

The LED module DALI driver(s) shall operate at a power factor of 0,95 or greater, and the total harmonic distortion levels shall be less than 20% so as to not cause interference on the electrical network and shall comply with the limits given in SANS 61000-3-2.

The control gear (or driver) compartment shall be so designed that there is sufficient space to permit repairs, replacement of components and reassembly without difficulty and without the removal of the luminaire from its mounting.

The power supply or DALI driver shall be able to withstand surges of up to 10kV/10kA by means of an external, inline fused surge protection device. This surge protection device shall be easily replaceable, and it shall fail in an open circuit mode to protect the luminaire from further surges.

The lifetime of the power supply (driver) shall be 100 000hrs with 90% survival over the lifetime.

The power supply (driver) shall incorporate a thermal switch to prevent exceeding the case temperature for maximum lifetime of equipment.

The driver shall be a DALI dimmable driver.

2.13.7 LED Floodlight Luminaire Markings

Each luminaire shall be distinctly marked in clear lettering on the outside of the control gear compartment, with the following information:

Rated wattage of luminaire in accordance with the description specified, e.g. **50 W LED**;



The name of supplier followed by the luminaire model, e.g. **SUPPLIER X, LUMINAIRE MODEL NAME**

Each luminaire shall bear the name or trademark of the **manufacturer** and the **date of manufacture**.

Luminaires delivered without the specified markings shall be rejected.

2.13.8 LED Luminaire Documentation and test report

Full technical and descriptive details, relating to all the items offered in this enquiry shall be submitted so the offer can be fully evaluated. Failure to provide the documents & test reports below may result in the rejection of the Bid: This shall include:

Name of LED luminaire.

Luminaire product sheet stating all relevant information ie, weight, aerodynamic resistance, wattage, output lux, ect.

LM-80-08 test report for the LED's used in the luminaire

Type test according to IEC 60598-1:2004 and IEC 60598-2-5:2003

IP rating test reports for all items offered in accordance with SANS 60529.

Impact resistance report of all luminaires offered.

Bidders shall submit a metallurgical report confirming the grade of aluminium of the aluminium housings.

ISO 9001:2015 certificate of the factory producing the luminaires.

The test reports shall be issued by SANS or IEC accredited test authority.

2.13.9 Guarantee

All luminaires offered shall have a minimum guarantee period of **five years**. If luminaires are found to have failed within this period as a result of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.

2.14 SPECIFICATION FOR INTELLIGENT FLOOD LIGHT DIMMING/CONTROL SYSTEM.

The system must meet the following requirements –

2.14.1 Wireless network

The luminaire controller -

- shall be Nema mode.
- shall be part the dedicated mesh network.
- shall be use Bluetooth 5.0 technology with 300m between nodes.
- shall be compliant with all DALI/2 0-10V drivers.
- shall integrate an internal relay of 15A.
- shall integrate a light sensor with a range from 20 to 1500lux.



- shall be configured via the control system application.
- shall be controlled via the control system application or physical button.
- shall have automatic update via the control system application.
- shall be an independent node.

2.14.2 Controller

Connecting box for controller -

- shall be a safe electrical cabinet which centralize wired communication connection and feed the luminaire controller.
- shall have 8 DALI output, 1 mains input, and 1 mains output cable glands.
- shall be capable compliant with DALI2 and 0-10V protocols.
- shall be shock resistant (IK09) and waterproof (IP66).

2.14.3 Control Button

Physical button –

- shall be connected to the dedicated mesh network with Bluetooth 4.0 technology.
- shall be installed up to 50meters from a luminaire controller.
- shall operate on battery that last between 2 and 5 years.
- shall be easy to pair and to configure with the control system application.
- shall have 8 controls options (4 pre-set buttons, 2 dimming buttons, 2 multi-purpose buttons).

2.14.4 Control System

Control System -

- shall be available free of charge in Android Play Store and Apple Store.
- system shall be updated via the Android Play Store and Apple Store.
- shall be capable of configuring the startup and last state of connected luminaire in case of network failure and power failures.
- shall be capable of dimming the luminaires, individually or in groups.
- shall be capable of grouping nodes together.
- shall be capable of creating scenes and animations based on customer needs.

2.14.5 Security and communication

Security and communication -

- shall be stored on a secure cloud that complies with the security protocol as above.
- shall be ioXt (internet of secure things) certified.
- Both mobile and unit shall generate a new public/private key pair for each connection
- shall generate a 128-bit nonce for each connection.
- Each cipher text shall be signed and verified with 128-bit MAC generated with AES-CMAC.



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- AES-CTR shall be used for encryption and AES-CMAC shall be used for message authentication.
- Each key store shall contain key ID, key hash, access role and a 128-bit key. Key hash shall be a recursive SHA-256 hash with 256-bit salt.
- A bi-directional authentication shall be performed after the encryption.
- Mobile device shall verify the luminaire controller before connecting.
- Each unit shall have a Master key, vender specific public and private key pair, with a readback protection.
- ECDSA signature shall be provided by the mobile device upload a firmware update to a unit.
- Each 256-byte block in the firmware shall be signed with an AES-CMAC digest.
- The units shall use the same mechanism to validate the content of the firmware image.

1.4 PRICING INSTRUCTIONS – BILL OF QUANTITIES. SUMMARY

1.4.1 The quantities set out in the Schedule of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. All cable quantities will be measured on site by the contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

1.4.2 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for 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, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

1.4.3 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

1.4.4 Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

1.4.5 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs for each item shall be fully included in the unit rate.

The description "supply" for each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, insuring, profit and all other obligations arising out of the Conditions of Contract, but shall exclude Value Added Tax.

The description "install" for each item shall, unless otherwise stated herein, be held to include the labour for unpacking, hoisting, setting, fitting and fixing in position, terminating, stripping, connecting, cutting, waste, patterns, models and templates, plant, temporary works, return of packing material, testing, commissioning and all other obligations arising out of the Conditions of Contract and necessary to ensure completion of the Works, but shall exclude Value Added Tax.



1.4.6 The units of measurement described in the Schedule of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-
metre					
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

T1 SPORT FIELDS – ELECTRICAL, STRUCTURAL AND CIVIL UPGRADE.

PROJECT SPECIFIC INFORMATION AND SCOPE OF WORK.

1. IDAS VALLEY SPORT FIELD

1.1 General

Site Location

The site is located on Bloekom Ave, Idas Valley, Stellenbosch, Western Cape.

Site Inspection

The contractor must visit the site and/or attend the site clarification meeting to acquaint themselves with the nature and extent of the electrical installation scope of work to be carried out.

- The date of the site clarification meeting will be in the tender document.
- Allowance is to be made for the proper technical completion of the electrical works and any items obviously intended and necessary. All work done must be of high standard and equipment/material provided, in accordance with the latest SANS 10142-1.
- The scope of works must be read in conjunction with the drawings issued, the Bill of Quantities and the tender specification.

1.2 Electrical - Scope of Works

This document must be read in conjunction with the BOQ and the drawings.

Power Installation

The power installation/upgrade will consist of the following.

At the 6 x Mast poles -



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- Disconnect the existing 6 mast poles. [Removal from the concrete foundation will be done by the civil contractor]. Cut and remove the 6 poles from site. The supply cables must be excavated and exposed to be re-used. The cables must be jointed and re-routed to supply the new masts DB's inside the masts at the new positions.
- Install a new mast DB inside each mast and terminate the new supply cable.
- New masts supplied and installed by structural sub-contractor. **[4 masts only]**
- Install new Surfex cables from the mast platform to the new mast DB and terminate at both ends. [Each flood light fitting to be supplied with individual surfex cable].

At the existing kiosks -

- The main kiosk [A field] and rugby kiosk [B field] must be replaced with new stainless-steel kiosks as per specification and single line drawings. All existing cables must be reused. The door locks must be the vandal proof type. All cables must be megger tested after the kiosks are installed.
- Install 2 x control light switches. Weatherproof, lockable isolators, inside clubhouse.

Lighting Installation

- Disconnect and remove existing flood lights and control cables – [hand over to client]
- Install new LED 1408W flood lights, equal to OMNIBLAST2E DALI as per specification, on the new platform structure, complete with adjustable mounting brackets. Terminate flood lights to surfex cable with weatherproof glands.
- Install control/dimming system for all the flood lights equal to ITERRA Bluetooth smart control and commission control/dimming system.
- Assist flood light supplier to aim the flood lights after hours. This must be done with aiming scope.

Earthing System

- Install new earth mat at each new mast and terminate at mast earth bar. [70mm² BEW with diameter of 1,2m and 4 x 1,8m earth spikes. All joints to be cad-welded].

Test, Commissioning, COC.

- The complete flood light lighting installation must be tested and commissioned.
- The LED flood lights must be aimed to comply to the lighting design.
- Issue of COC for the complete flood light installation, including the 2 x new kiosks.

The electrical installation includes the supply and install of the electrical equipment as per the electrical installation specifications, drawings, and schedule, which form part of the tender documentation, and updated documentation/drawings issued during the construction phase.

- The contractor shall inform the engineer, in writing, of any deviations from the above-mentioned documentation and/or any contradictions to the latest revision/update of any regulatory standards/regulation.



- The commissioning and testing shall form part of the scope of work of the contractor including the issuing of the certificates of compliance for the electrical installation and witnessed by the engineer or nominated representative.
- The contractor shall inform the engineer once the work is completed to arrange a site inspection of the completed electrical installation as well as provide a date for site handover.

Program

The electrical contractor will be the main contractor and required to liaise with his sub-contractor to ensure co-ordination regarding program of the electrical and structural/civil installation work required.

1.3 Structural and Civil Scope of Works

A Field - Scope of Works

The following vandal proof preventative modification to be executed at the entrance to the existing industrial access ladders.

- a) 1500mm at access level of ladder to be removed and made good.
- b) New galvanized access lids to be installed at the four existing masts.
- c) Concealed closure boxes to be installed to prevent easy access to the locking systems.
- d) Ladders to be fitted with galvanized expanded metal protection membrane from entry level up to 1000mm minimum height.
- e) All site welding to be treated with an approved cold galvanizing agent.

B Field - Scope of Works

- a) The Existing Masts-01 to 06 and concrete stub columns to be demolished to a minimum depth of 500mm below the NGL to allow for re-instatement of grass and paving to match the existing surround.
- b) Total new Design Supply Install with COC Mast Poles, Access Ladders, Maintenance Platforms, R.C. Pad Footings, R.C. Stub Columns & Base Plates to be implemented at Mast-07 to 10.
- c) The new mast positions will be determined by the Electrical Engineer to ensure the most effective lighting conditions.
- d) A Geotechnical Report to be sourced by the Design Supply Engineer to assist with the estimation of the founding conditions.
- e) Final design of the R.C. Pad footings and R.C. Stub Columns will be done by the Design Supply Structural Engineer.

1.4 Annexure A

A1 – Single line schematic drawing No. 23151-IDAS-E-R-001
 Flood light luminaire layout No. 23151- IDAS-E-L-001
 Idas Valley Structural and Civil No. 23151-000 & 23151-S-001



2 PNIEL SPORT FIELD

2.1 General

Site Location

The site is located off the R310, Hellshoogte Road, Pniel, Western Cape.

Site Inspection

The contractor must visit the site and/or attend the site clarification meeting to acquaint themselves with the nature and extent of the electrical installation scope of work to be carried out.

- The date of the site clarification meeting will be in the tender document.
- Allowance is to be made for the proper technical completion of the electrical works and any items obviously intended and necessary. All work done must be of high standard and equipment/material provided, in accordance with the latest SANS 10142-1.
- The scope of works must be read in conjunction with the drawings issued, the Bill of Quantities and the tender specification.

2.2 Scope of Works

Power Installation

The power installation/upgrade will consist of the following -

At the existing 3 x Mast poles -

- Disconnect and remove the existing 3 DB's mounted on the outside of the masts. [1.5m above ground level]
- Install new Stainless Steel [3CR12] poxy coated, mast DB's on the same position on the existing masts as per single line diagram.
- Use existing supply cables for new mast DB's.
- Supply and install new matched mast pole close to removed mast foundation. If supply cable can not be traced, install new 16mm² x 4c pvc swa pvc cable from kiosk to mast DB. Install new Stainless Steel [3CR12] poxy coated, mast DB's on the new mast.
- Install new Surfex cables from the mast platform to the new mast DB and terminate. Each flood light fitting to be supplied with individual surfex cable. [Including the new mast]

At the existing main DB

- Upgrade the existing kiosk as per single line diagram.
- Replace the control light switch with weatherproof, lockable isolator. Install the isolator in new position, in the clubhouse.

Lighting Installation

- Disconnect and remove existing flood lights – [6 on each mast]
- Remove all existing equipment and power cables inside mast and at flood lights.
- Install new LED 1408W flood lights, equal to OMNIBLAST2E DALI as per specification, on the new platform structure, complete with adjustable mounting brackets. Terminate flood lights to surfex cable with weatherproof glands.



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- Install control/dimming system for all the flood lights equal to ITERRA Bluetooth smart control and commission control/dimming system.
- Assist flood light supplier to aim the flood lights after hours. This must be done with aiming scope.

Earthing System

- The existing earthing installation for each mast must be inspected and tested. The Consulting Eng. will do recommendations on the findings. [Allowance in the BOQ for upgrade of earthing system.
- Install new earth matt for new mast.

Test, Commissioning, COC.

- The complete flood light lighting installation must be tested and commissioned.
- The LED flood lights must be aimed to comply to the lighting design.
- Issue of COC for the complete flood light installation, including the adjustments to the Main DB.

The electrical installation includes the supply and install of the electrical equipment as per the electrical installation specifications, drawings, and schedule, which form part of the tender documentation, and updated documentation/drawings issued during the construction phase.

- The contractor shall inform the engineer, in writing, of any deviations from the above-mentioned documentation and/or any contradictions to the latest revision/update of any regulatory standards/regulation.
- The commissioning and testing shall form part of the scope of work of the contractor including the issuing of the certificates of compliance for the electrical installation and witnessed by the engineer or nominated representative.
- The contractor shall inform the engineer once the work is completed to arrange a site inspection of the completed electrical installation as well as provide a date for site handover. Program

The electrical contractor will be the main contractor and required to liaise with his sub-contractor to ensure co-ordination regarding program of the electrical and structural/civil installation work required.

2.3 Structural and Civil Scope of Works

- The voids between top of concrete stub columns and baseplate soffits to be filled with a non-shrink Sika grout – 212 or similar approved product.
- The following vandal proof preventative modification to be executed at the entrance to the existing industrial access ladders.
 - a) 1500mm at access level of ladder to be removed and made good.
 - b) New galvanized access lids to be installed at the four existing masts.
 - c) Concealed closure boxes to be installed to prevent easy access to the locking systems.
 - d) Ladders to be fitted with galvanized expanded metal protection membrane from entry level up to 1000mm minimum height.
 - e) All site welding to be treated with an approved cold galvanizing agent.



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- The Existing Masts-18 and concrete stub columns to be demolished to a minimum depth of 500mm below the NGL to allow for re-instatement of grass to match the existing surround.
 - a) Total new Design Supply Install with COC Mast Poles, Access Ladders, Maintenance Platforms, R.C. Pad Footings, R.C. Stub Columns & Base Plates to be implemented at Mast-19.
 - b) The new Mast-19 positions will be determined by the Electrical Engineer to ensure the most effective lighting conditions.
 - c) A Geotechnical Report to be sourced by the Design Supply Engineer to assist with the estimation of the founding conditions.
 - d) Final design of the R.C. Pad footings and R.C. Stub Columns will be done by the Design Supply Structural Engineer.

2.4 Annexure B

B – Single line schematic drawing No. 23151-PNIL-E-L-001
 Flood light luminaire layout No. 23151-PNIL-E-L-001
 Pniel Structural and Civil No. 23151-S-000 & 23151-S-002

2.5 PRICING INSTRUCTIONS – BILL OF QUANTITIES. SUMMARY

1.4.1 The quantities set out in the Schedule of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. All cable quantities will be measured on site by the contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

1.4.2 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for 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, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

1.4.3 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

1.4.4 Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

1.4.5 Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs for each item shall be fully included in the unit rate.

The description "supply" for each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, insuring, profit and all other obligations arising out of the Conditions of Contract, but shall exclude Value Added Tax.

The description "install" for each item shall, unless otherwise stated herein, be held to include the labour for unpacking, hoisting, setting, fitting and fixing in position, terminating,



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stripping, connecting, cutting, waste, patterns, models and templates, plant, temporary works, return of packing material, testing, commissioning and all other obligations arising out of the Conditions of Contract and necessary to ensure completion of the Works, but shall exclude Value Added Tax.

1.4.6 The units of measurement described in the Schedule of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-
metre					
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt



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15. PRE-QUALIFICATION SCORE SHEET

Pre-qualification Criteria

- All bidders must have a valid minimum CIDB grading of 3 EP and 3CE.
- If intended to subcontract the civil part of the tender, a valid CIDB grading of 3CE is required from the subcontractor.
- All bidders must submit 3 references of completed projects in the past 5 years of mast upgrades and floodlights installations that meet the required scope of works.



16.	SCHEDULE OF PLANT AND EQUIPMENT
------------	--

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. 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			



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

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. 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			



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21. 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: 91/24**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

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



2. ACCEPTANCE

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

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



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22. PRICING SCHEDULE

NOTE:

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

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

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



2.5 PRICING INSTRUCTIONS – BILL OF QUANTITIES. SUMMARY

The quantities set out in the Schedule of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. All cable quantities will be measured on site by the contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for 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, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs for each item shall be fully included in the unit rate.

The description "supply" for each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, insuring, profit and all other obligations arising out of the Conditions of Contract, but shall exclude Value Added Tax.

The description "install" for each item shall, unless otherwise stated herein, be held to include the labour for unpacking, hoisting, setting, fitting and fixing in position, terminating, stripping, connecting, cutting, waste, patterns, models and templates, plant, temporary works, return of packing material, testing, commissioning and all other obligations arising out of the Conditions of Contract and necessary to ensure completion of the Works, but shall exclude Value Added Tax.

The units of measurement described in the Schedule of Quantities are metric units.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BSM MAST/FLOOD LIGHTS UPGRADE.

Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
<u>IDAS VALLEY SPORT FIELD</u>						
1	<u>Distribution Boards</u>					
	<u>Distribution boards - Complete with sheet metal tray, frames, sub-frames, busbars, provision for 30% unequipped space, legend card, circuit breakers, switches, relays, earth leakage units, time switches, etc and as detailed on the schematic wiring diagrams included with the electrical specification, annexed to these tender documents.</u>					
	<u>Labelling and legend cards</u>					
	<u>Each distribution board shall be properly labelled according to the room numbers or names. The labels and legends shall be in accordance to the General Technical Specification for the Provincial Administration Western Cape. No stick-on and/or printed PVC labels will be accepted.</u>					
	Existing kiosk A - Isolate kiosk, disconnect supply and load cables. [Allow to arrange with Local Supply Authority for isolating the supply and fees to be paid]. All existing cables must be re-used. Remove kiosk and plinth.	No	1			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
	New kiosk A. Install new S/S, 3CR12, poxy coated kiosk on concrete plinth and terminate all existing cables.	No	1			
	Existing kiosk B - Isolate kiosk, disconnect supply and load cables. All existing cables must be re-used. Kiosk mounted on ground. Remove kiosk and plinth.	No	1			
	New kiosk B. Install new S/S, 3CR12, poxy coated kiosk on concrete plinth and terminate all existing cables.	No	1			
1.1	DB-MS1/2 - Surface mount with external mounting lugs. Orange poxy coated with square key lockable door. 24 way, equipped as per single line diagram. [To fit inside the mast pole]	No	2			
1.2	DB-MS3/4 - Surface mount with external mounting lugs. Orange poxy coated with square key lockable door. 24 way, equipped as per single line diagram. [To fit inside the mast pole]	No	2			
1.6	Existing pole DB - Isolate DB, disconnect supply and load cables. DB mounted at 1.8m above ground. Supply cables must be carefully removed to be re-used.	No	6			
1.7	Mast flood light control switch - reposition to inside of clubhouse and replace isolator.	No	1			
2	<u>LV Power cables</u>					
	<u>600/1000 V PVC/SWA/PVC armoured cable with copper conductors, drawn through sleeves or laid in cable trays or laid in trenches or install in mast pole</u>					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
2.1	25mm ² x 4c cable	m	80			
2.2	16mm ² x 4c cable	m	80			
2.3	4mm ² x 4c cable	m				
2.4	2.5mm ² x 4c cable	m	90			
3	<u>Circular black surfix cable with hard grade pvc and aluminum foil protected. Voltage 300/500v. SANS 1507-2</u>					
3.1	4mm ² x 2c and earth conductor cable	m				
3.2	2.5mm ² x 2c and earth conductor cable	m	600			
4	<u>Termination of 600/1000V PVC/PVC/SWA/PVC armoured cable with copper conductors including cable glands, lugs and connection at DB'S</u>					
4.1	25mm ² x 4c cable	No	4			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
4.2	16mm ² x 4c cable	No	4			
4.3	4mm ² x 4c cable	No				
4.4	2.5mm ² x 4c cable	No	2			
5	<u>Termination of Circular black surfix cable with hard grade pvc and conductivity annealed. Including cable glands, lugs and connections</u>					
5.1	4mm ² x 2c and earth conductor cable	No				
5.2	2.5mm ² x 2c and earth conductor cable	No	48			
6	<u>Jointing of 600/1000V PVC/PVC/SWA/PVC armoured cable with copper conductors - Scotchcast resin kit including verruals tape etc.</u>					
6.1	25mm ² x 4c cable	No	6			
6.2	16mm ² x 4c cable	No				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
6.3	4mm ² x 4c cable	No				
6.4	2.5mm ² x 4c cable	No				
7	<u>Earthing</u>					
7.1	16mm ² PVC Insulated earth conductor	m	120			
7.2	1800mm x 16mm copper earth spike driven into ground including for termination of copper earth wire	No	16			
7.3	70mm ² Bare earth conductor	No	1			
7.4	Earth mat, 1.2m diameter with 70mm ² BEW and all connections cad-welded. [To be installed at each mast and the 2 new kiosks].	No	6			
7.5	Earth bar, 5 x 30 x 150mm, predrilled [8 holes] mounted on mast top platform	No	1			
8	<u>Flood lights</u>					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
	<u>Flood lights - 1408W. The flood lights will be the Light Emitting diode type [LED]. The flood lights will comply as per specification and complete with LED module and specified lens.</u>					
8.1	Disconnect and remove existing flood lights. Disconnect and remove all control gear [Hand over to Stellenbosch Mun.	No	24			
8.2	LED Flood light. 1408W, Equal to the OMNIBLAST 2E MAXI, complete with DALI control gear. To be mounted on 22m steel mast platform structure. Complete with all control gear, U mounting bracket, all bolts, nuts, adjustments to existing structure and to specification.	No	28			
8.3	Aiming of LED flood lights in conjunction with the supplier [Aiming must be done with aiming scope]	sum	1			
8.4	LED Flood light. 1408W, Control gear. Equal to ITERRA Node and IP box [6 DALI input] Repeater ITERRA and IP box, ITERRA XPRESS BLE5, 03-74-591	Sum	1			
8.5	Test and commissioning of complete flood light installation and control system	Sum	1			
9	<u>Excavations - 600mm deep by 400mm wide. Backfill, compact, made good and remove redundant filling</u>					
9.1	Pickable soil	m ³	70			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
9.2	Soft rock	m ³	22			
9.3	Back fill and making good	m ³	90			
10	<u>Roof repairs</u>					
10.1	Repair roof, replace sheeting	Sum	1			
TOTAL AMOUNT CARRIED FORWARD TO SUMMARY						

BSM MAST/FLOOD LIGHTS UPGRADE.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item No	<u>STRUCTURAL AND CIVIL WORKS</u>	Unit	Qty	Material	Labour	Total
<u>IDAS VALLEY SPORT FIELD</u>						
1	<u>Structural works - Complete scope of works</u>					
1.1	All structural works, covered 4 x masts. As detailed on the drawings and as specified.	Sum				
1.2	Design, supply and install - Mast pole to be matched existing poles. 21m high, complete with external cage ladder, top platform. Designed for 144km wind speed and to accommodate 6 x Omniblast 1408W flood lights. As per specification. All cost to be included, P&G's, crane on site, rigging, health and safety legal requirements, etc. Manufacturer, scope of works and quotation to be approved by Engineer.	No	4			
2	<u>Civil works - Complete scope of works</u>					
2.1	All civil works, for the foundation and including the foundation of the 4 new masts. As detailed on the drawings and as specified.	No	1			
2.2	Geotechnical Report to be obtained to assist with the estimation of the founding soil conditions	Sum	1			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>STRUCTURAL AND CIVIL WORKS</u>	Unit	Qty	Material	Labour	Total
2.3	All civil works - The existing masts concrete stub columns must be demolished to a minimum depth of 500mm below the NGL to allow for re-instatement of grass and paving to match the existing surround, inclusive	Sum	1			
TOTAL AMOUNT CARRIED FORWARD TO SUMMARY						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BSM MAST/FLOOD LIGHTS UPGRADE

Item No	<u>BOQ SUMMARY</u>	PRICE
IDAS VALLEY SPORT FIELD		
1	P & G"s	
2	COMPLETE ELECTRICAL INSTALLATION	
3	COMPLETE STRUCTURAL AND CIVIL SOW	
4	SUBTOTAL	
5	ADD CONTINGENCIES - 5.5%	
TOTAL CARRIED FORWARD TO TENDER PRICING		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BSM MAST/FLOOD LIGHTS UPGRADE.

Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
<u>PNIEL SPORT FIELD</u>						
1	<u>Distribution Boards</u>					
	<u>Distribution boards - Complete with sheet metal tray, frames, sub-frames, busbars, provision for 30% unequipped space, legend card, circuit breakers, switches, relays, earth leakage units, time switches, etc and as detailed on the schematic wiring diagrams included with the electrical specification, annexed to these tender documents.</u>					
	<u>Labelling and legend cards</u>					
	<u>Each distribution board shall be properly labelled according to the room numbers or names. The labels and legends shall be in accordance to the General Technical Specification for the Provincial Administration Western Cape. No stick-on and/or printed PVC labels will be accepted.</u>					
	Existing kiosk - Upgrade flood lights circuits and control circuits as per Single Line Drawing and scope of works	No	1			
	Existing DB - Isolate mast electrical supply. Disconnect supply and load cables. Remove all circuit breakers and load cables from inside of mast. Remove the external mounted DB and control panel from the mast	No	3			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
1.1	DB-MS1/2 - Surface mount with external mounting lugs. Orange poxy coated with vandal proof lockable door. 24 way, equipped as per single line diagram. [To fit existing mast pole brackets, cable entries]	No	2			
1.2	DB-MS3/4 - Surface mount with external mounting lugs. Orange poxy coated with vandal proof lockable door. 24 way, equipped as per single line diagram. [To fit existing mast pole brackets, cable entries]	No	2			
1.7	All masts - Inspect and repair/replace mast access cover locking mechanisms.	Pc				
1.8	Mast flood light control switch - Install new lockable, 16A isolator inside the clubhouse.	No	1			
2	<u>LV Power cables</u>					
	<u>600/1000 V PVC/SWA/PVC armoured cable with copper conductors, drawn through sleeves or laid in cable trays or laid in trenches or install in mast pole</u>					
2.1	25mm ² x 4c cable	m				
2.2	16mm ² x 4c cable	m	60			
2.3	4mm ² x 4c cable	m				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
2.4	2.5mm ² x 4c cable	m	30			
3	<u>Circular black surfix cable with hard grade pvc and aluminium foil protected. Voltage 300/500v. SANS 1507-2</u>					
3.1	4mm ² x 2c and earth conductor cable	m				
3.2	2.5mm ² x 2c and earth conductor cable	m	600			
4	Termination of 600/1000V PVC/PVC/SWA/PVC armoured cable with copper conductors including cable glands, lugs and connection at DB'S					
4.1	25mm ² x 4c cable	No				
4.2	16mm ² x 4c cable	No	4			
4.3	4mm ² x 4c cable	No				
4.4	2.5mm ² x 4c cable	No	2			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	ELECTRICAL WORKS	Unit	Qty	Material	Labour	Total
5	<u>Termination of Circular black surfix cable with hard grade pvc and conductivity annealed. Including cable glands, lugs and connections</u>					
5.1	4mm ² x 2c and earth conductor cable	No				
5.2	2.5mm ² x 2c and earth conductor cable	No	48			
6	<u>Jointing of 600/1000V PVC/PVC/SWA/PVC armoured cable with copper conductors - Scotchcast resin kit including verruals tape etc.</u>					
6.1	25mm ² x 4c cable	No				
6.2	16mm ² x 4c cable	No	2			
6.3	4mm ² x 4c cable	No				
6.4	2.5mm ² x 4c cable	No				
7	<u>Earthing</u>					
7.1	16mm ² PVC Insulated earth conductor	m	120			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
7.2	1800mm x 16mm copper earth spike driven into ground including for termination of copper earth wire	No	2			
7.3	70mm ² bare earth conductor	m	20			
7.4	Earth bar, 5 x 30 x 150mm, predrilled [8 holes] mounted on mast top platform	No	1			
7.5	Earth mat, 1.2m diameter with 70mm ² BEW and all connections cad-welded. [To be installed only at new mast].	No	1			
7.6	25mm galvanized conduit, mounted with galv. Saddles on brick wall	m	8			
8	<u>Flood lights</u>					
	<u>Flood lights - 1408W. The flood lights will be the Light Emitting diode type [LED]. The flood lights will comply as per specification and complete with LED module and specified lens.</u>					
8.1	Disconnect and remove existing flood lights. Disconnect and remove all control gear [Hand over to Stellenbosch Mun.	No	18			
8.2	LED Flood light. 1408W, Equal to the OMNIBLAST 2E MAXI, complete with DALI control gear. To be mounted on 22m steel mast platform structure. Complete with all control gear, U mounting bracket, all bolts, nuts, adjustments to existing structure and to specification.	No	24			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	<u>ELECTRICAL WORKS</u>	Unit	Qty	Material	Labour	Total
8.3	Aiming of LED flood lights in conjunction with the supplier [Aiming must be done with aiming scope]	sum	1			
8.4	LED Flood light. 1408W, Control gear. Equal to ITERRA Node and IP box [6 DALI input] Repeater ITERRA and IP box, ITERRA XPRESS BLE5, 03-74-591	Sum	1			
8.5	Test and commissioning of complete flood light installation and control system	Sum	1			
9	<u>Excavations - 600mm deep by 400mm wide. Backfill, compact, made good and remove redundant filling</u>					
9.1	Pickable soil	m ²	20			
9.2	Soft rock	m ²	5			
9.3	Back fill and making good	m ²	25			
TOTAL AMOUNT CARRIED FORWARD TO SUMMARY						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BSM MAST/FLOOD LIGHTS UPGRADE.

Item No	<u>STRUCTURAL AND CIVIL WORKS</u>	Unit	Qty	Material	Labour	Total
<u>PNIEL SPORT FIELD</u>						
1	<u>Structural works - Complete scope of works</u>					
1.1	All structural works, covered 3 x existing masts. As detailed on the drawings and as specified.	Sum	1			
1.2	Design, supply and install - Mast pole to be 21m high, complete with external cage ladder, top platform. Designed for 144km wind speed and to accommodate 6 x Omniblast 1408W flood lights. As per specification. All cost to be included, P&G's, crane on site, rigging, health and safety legal requirements, etc. Manufacturer, scope of works and quotation to be approved by Engineer.	No	1			
2	<u>Civil works - Complete scope of works</u>					
2.1	All civil works, covered 3 x existing masts. As detailed on the drawings and as specified.	Sum	1			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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Item No	STRUCTURAL AND CIVIL WORKS	Unit	Qty	Material	Labour	Total
2.2	All civil works for new matching mast pole include foundation and excavation, as per drawings and as specified. Geotechnical Report will be sourced to assist with the estimation of the founding conditions.	Sum	1			
TOTAL AMOUNT CARRIED FORWARD TO SUMMARY						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BSM MAST/FLOOD LIGHTS UPGRADE.

Item No	<u>BOQ SUMMARY</u>	PRICE
<u>PNIEL SPORT FIELD</u>		
1	P & G"s	
2	COMPLETE ELECTRICAL INSTALLATION	
3	COMPLETE STRUCTURAL AND CIVIL SOW	
4	SUBTOTAL	
5	ADD CONTINGENCIES - 5.5%	
TOTAL CARRIED FORWARD TO TENDER PRICING		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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BILL OF QUANTITIES – SUMMARY

<u>Section</u>	<u>Summary Sheet</u>	<u>Total</u>
1	Idas Valley Sport Field	
2	Pniel Sport Field	
	SUB TOTAL	
	VAT @ 15%	
	TOTAL TENDER PRICE TO FORM OF TENDER	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. 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	