



BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 119/21
SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION
TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025.**

TENDER NUMBER: **BSM 119/21**
DESCRIPTION: **SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND
DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025.**

CLOSING DATE: **1 August 2022**
CLOSING TIME: Bids will be opened in the **Council chambers or SCM boardroom** at 12h00. Due to COVID 19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

INFORMATION:

Tender Specifications: Lourens De Lange at 021 808 8302; email: Lourens.DeLange@stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp; 021 808 8519; email: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **14 July 2022 at 11:00**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Mercia Davidse by mercia.davidse@stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior, before or on **(12 July 2022 at 11:00)** to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session and will be regarded as non-compliant.

Local production and content are applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at **12:00 on 30 June 2022**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with "**BSM 119/21 SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025.**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, 17 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, relevant specification and local content, as depicted in the document and also the **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

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

1. This Tender is subject to the Standard Conditions of Tender 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 office of the SCM unit, Stellenbosch Municipality 1st floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R318.00 per document.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 119/21 VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1000KVA VIR PERIODE EINDIG 30 JUNIE 2025

TENDER NOMMER: **B/SM 119/21**

BESKRYWING: **VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1000KVA VIR PERIODE EINDIG 30 JUNIE 2024**

SLUITINGSDATUM: **1 Augustus 2022**

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

NAVRAE:

Tender spesifikasies: Lourens De Lange at 021 808 8302 : email: Lourens.DeLange@stellenbosch.gov.za

Vkb vereiste: Gerald Kraukamp at 021 808 8519, e-pos Gerald.Kraukamp@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **14 Julie 2022 om 11:00**. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tenderaars moet toesien dat hulle die "App" aflaai en vir Mercia Davidse by mercia.davidse@stellenbosch.gov.za minstens 48 uur (**12 Julie 2022 om 11:00**) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om 12h00 op **30 Junie 2022** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaalbestuursskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereiste in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is**

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

Verseëelde tenders duidelik gemerk: **"B/SM 119/21 VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1000KVA VIR PERIODE EINDIG 30 JUNIE 2025."** op die koevert, moet geplaas word in die Tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, 17 Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tender dokument asook die Voorkeurverkrigingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	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. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, 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, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van R315.00 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 119/21

**SUPPLY DELIVERY AND OFFLOADING OF TYPE B MINIATURE SUBSTATIONS AND
DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA FOR A PERIOD
ENDING 30 JUNE 2025**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 102):	
BBBEE LEVEL	

JUNE 2022

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Lourens De Lange
Manager: Operations and
Maintenance Electrical Services
Tel. Number: 021 808 8302

1. TENDER NOTICE & INVITATION TO TENDER

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 119/21
SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION
TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025.**



TENDER NUMBER: **BSM 119/21**
DESCRIPTION: **SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025.**

CLOSING DATE: **1 August 2022**
CLOSING TIME: Bids will be opened in the **Council chambers or SCM boardroom** at 12h00. Due to COVID 19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

INFORMATION:

Tender Specifications: Lourens De Lange at 021 808 8302; email: Lourens.DeLange@stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp; 021 808 8519; email: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: **08h00-15h30**

A Compulsory Clarification Meeting will be held on **14 July 2022 at 11:00**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Mercia Davidse by mercia.davidse@stellenbosch.gov.za the necessary contact details (email address and cell phone number) at least 48 hours prior, before or on **(12 July 2022 at 11:00)** to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session and will be regarded as non-compliant.

Local production and content are applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at **12:00 on 30 June 2022**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with **"BSM 119/21 SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA PERIOD ENDING 30 JUNE 2025."**, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, 17 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, relevant specification and local content, as depicted in the document and also the **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

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

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

1. This Tender is subject to the Standard Conditions of Tender 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 office of the SCM unit, Stellenbosch Municipality 1st floor ,Plein Street, Stellenbosch, upon payment of a non-refundable fee of R318.00 per document.

G Mettler (Ms)
MUNICIPAL MANAGER



2. TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 119/21 VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1600KVA VIR PERIODE EINDIG 30 JUNIE 2025

TENDER NOMMER: B/SM 119/21

BESKRYWING: VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1600KVA VIR PERIODE EINDIG 30 JUNIE 2025

SLUITINGSDATUM: 1 Augustus 2022

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

NAVRAE:

Tender spesifikasies: Lourens De Lange at 021 808 8302 : e-pos: Lourens.DeLange@stellenbosch.gov.za

Vkb vereiste: Gerald Kraukamp at 021 808 8519: e-pos Gerald.Kraukamp@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op **14 Julie 2022 om 11:00**. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tendersaars moet toesien dat hulle die "App" aflaai en vir lameez Christians by Mercia.davidse@stellenbosch.gov.za minstens 48 uur (**12 Julie 2022 om 11:00**) voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om 12h00 op **30 Junie 2022** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaalbestuursskakel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereiste in terme van die plaaslike produksie en inhoud volledig in die tender document vervat is**

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: **"B/SM 119/21 VOORSIENING, AFLEWERING EN AFLADING VAN TIPE B MINIATUURSUBSTASIES EN DISTRIBUSIE-TRANSFORMATORS MET STERKTE VANAF 315KVA TOT 1600KVA VIR PERIODE EINDIG 30 JUNIE 2025."** op die koevert, moet geplaas word in die Tenderbus by die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, 17 Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tender dokument asook die **Voorkeurverkrygingsregulasies 2017** wat op **20 Januarie 2017** deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	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 verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnemersfooi van R318.00 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 119/21	CLOSING DATE:	1 AUGUST 2022	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1600KVA 30 JUNE 2025.				
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Lourens De Lange
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	0218088302
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER	Gerald.Kraukamp@stellenbosch.gov.za	E-MAIL ADDRESS	Lourens.DeLange@stellenbosch.gov.za
E-MAIL ADDRESS			



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
2.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
2.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
2.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....



CONTENTS

	PAGE NUMBER
1. TENDER NOTICE & INVITATION TO TENDER	1
2. TENDER KENNISGEWING	4
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	10
3. CHECKLIST	11
4. CLARIFICATION/VIRTUAL MEETING CERTIFICATE	12
5. AUTHORITY TO SIGN A BID.....	13
6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	15
7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	16
8. GENERAL CONDITIONS OF TENDER	25
9. MBD 4 – DECLARATION OF INTEREST	27
10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20	30
11. MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ATTACHED FOR INFORMATION PURPOSES	35
12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	36
13. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	44
14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	46
15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	48
16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993).....	49
17. FORM OF INDEMNITY	50
PART B – SPECIFICATIONS AND PRICING SCHEDULE.....	51
18. SPECIFICATIONS	52
19. PRE-QUALIFICATION SCORE SHEET.....	96
20. SCHEDULE OF PLANT AND EQUIPMENT.....	98
21. SCHEDULE OF SUBCONTRACTORS.....	99



22.	SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS.....	100
23.	PRICING SCHEDULE.....	101
24.	DECLARATION BY TENDERER	106



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



3. 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:

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 CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	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?	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	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



4. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

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



5. 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:	



6. 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.



7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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



19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised JUNE 2010)



8. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract 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**.
 4. 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.
 5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 6. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. 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;**
 - 7.2. 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.
 - 7.3. 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.



8. Negotiations for a fair market related price

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

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

- 9.2. Relevant specifications
- 9.3. Value for money
- 9.4. Capability to execute the contract
- 9.5. PPPFA & associated regulations

10. 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.

14. Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized 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

Centralized Supplier Database No. MAAA.....



9. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

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

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

a) The 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; or

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 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

2.1 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 “**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;

2.3 “**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;

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

- ### 3. POINTS AWARDED FOR PRICE

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

80/20

$$P_S = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

or

or

90/10

$$P_S = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

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

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?				
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



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 contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 9.4.5 forward the matter for criminal prosecution

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



**11. MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT
 ATTACHED FOR INFORMATION PURPOSES (if applicable)**

Add to the final document the template

BSC committee meetings,

Templates:

Guideline Calculation of Local Content_20200211



12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
	Distribution Transformers	90%
	Miniature substation transformers	90%

Please submit also letters of exemption from dti if local content is not 90%

Please ensure that you put all the items on Annexure C on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO. B/SM: 119/21 SUPPLY, DELIVERY AND OFF-LOADING OF TYPE B MINIATURE SUBSTATIONS AND DISTRIBUTION TRANSFORMERS WITH RATING UP TO 1000KVA PERIOD ENDING 30 JUNE 2024, ISSUED BY STELLENBOSCH MUNICIPALITY.
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and



the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.				
(C2) Tender Description				
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
(C7) Specified local content %				

NOTE: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
A1-A6.1	Distribution Transformers										
B1-B8	Miniature substation transformers										
(C20) Total tender value											
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
(C23) Total Imported content											
(C24) Total local content											
(C25) Average local content % of tender											

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if more space is required



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.				
(D2)	Tender Description				
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	
This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer

Summary	
Tender Quantity	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

This total must correspond with Annex C – (C23)



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



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

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

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



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

5. CERTIFICATION

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

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

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



14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy (s) 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 must be submitted with this tender.

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



17. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorized 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:	



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



18. SPECIFICATIONS

Specification for the supply and delivery of type B miniature substations and distribution transformers with rating up to 1600kVA

1 Introduction

The Stellenbosch Municipality utilised miniature substations throughout its distribution network for the supply and distribution of power to its customers. The purpose of this document is for the requirement specification when type B miniature substations are needed to be procured for new expansions and replacements. It is the objective of this tender to appoint a service provider for the supply and delivery of type B miniature substations and distribution transformers with rating up to 1600kVA

2 Background

The Electrical Services has implemented a replacement program to be able to carry out identified replacements of existing obsolete miniature substations which has reach the end of their life cycle or are in need to be upgraded due to load growth in the supply areas of such miniature substations. This is to ensure the growing demand of electricity is accommodated and to improve network stability and quality of the electrical service.

3 Scope

This document sets out the minimum requirements for the selection, manufacture, testing and supply of outdoor type B miniature substations. The design voltage rating is at 11kV with a rating not exceeding 1600 kVA.

It should be notes that preference will be given to offers that will meet the consideration to rationalize the design of miniature substations. This will affect the direct and indirect costs to the Municipality and the manufacturer's delivery times.

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



4. Special conditions of tender:

4.1. Clarification meeting

A Compulsory Clarification Meeting will be held via the Microsoft Teams App.

Tenderers must ensure to download the App and give the relevant Official at Supply Chain Management the necessary contact details (email address and cell phone number) at least 48 hours prior to the meeting to enable the Officials to set up a virtual meeting.

The Tenderer must be represented at the briefing meeting by a person who is suitably qualified and experienced to comprehend the implications of the scope and specifications of this tender. Should a Tendered or his representative do not attend the briefing meeting, his tender offer will be disqualified.

4.2. The ring main units and transformer used in the miniature substations must comply with the general specification of the Stellenbosch Municipality.

4.3. The Municipality will not be bound to consider alternative offers.

4.4. All relevant specifications of equipment offered and supporting documentation of the tender must be attached at the back of this document.

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

4.6. A copy of the completed returnable documents in PDF electronic file format included on cd only with tender is requested but not compulsory.

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

4.8. Stellenbosch Municipality reserves the right to adjust the quantities and scope of this tender should it be necessary due to budget considerations and other related reasons.

4.9. Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service.

4.10. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design

4.11. Quality accreditation:

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



Specifications

The switchgear manufacturers and suppliers must have a valid SABS ISO 9001 – 2008 or higher accreditation for their manufacturing process to be eligible for qualification for this tender.

4.12. Preliminary qualification of tenders for Evaluation:

4.12.1. Only suitable manufacturers / suppliers which successfully completed similar projects of this nature are eligible to submit tenders. Manufacturers and or supplier must submit proof of original equipment manufacturer (OEM) or appointed agent for the items offered in this tender.

4.12.2. The tenders will be evaluated in terms of the low losses calculations as explained in Item 4 of the transformer construction specifications. Miniature substations and distribution transformers with the lowest losses and the lowest cost of ownership to the Municipality will be considered. This will apply to the miniature substations as well as the distribution transformers.

4.12.3. Company profile and established nature:

Tenderers must submit proof of their company profile and registration to indicate established nature of the company. Only Companies with a minimum of eight (8) years or more experience in the manufacturing and supply of miniature substations and distribution transformers will be considered.

4.12.4. Plant and equipment available for manufacturing and supply of miniature substations:

A list of relevant major items of plant and equipment which the Tenderer and/or Sub-contractor have immediately available, and which will be acquired for use in this contract should their tender is successful.

Failure to include this list will prejudice a tender offer as being submitted by an insufficiently equipped Tenderer and it will be rejected for such cause.

4.12.5. Schedule of references:

It is compulsory that the schedule of Contactable References as provided in this tender be completed in full and must accompany each proposal. Please complete the schedules in the format indicated below. At least 3 (three) contactable references must be submitted with the tender as a pre-qualification requirement for further evaluation.

5. Pricing conditions

5.1.1. Imported content

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



Where the equipment offered in this tender is likely to involve an imported component which will be subject to foreign exchange rate adjustments, the tender documentation must specify that the tenderer take out a forward exchange contract in order to fix the rand-based price as soon as possible after the awarding of this tender.

5.1.2. Pricing of tenders

The tender price shall be indicated in South African rand only and it will be evaluated only in the S A currency. If the tenderer wishes to indicate their foreign exchange currency requirements the tender shall be first converted into the amounts needed for the different currencies using the rates quoted in the tender and then reconverted to the S A currency required for the pricing schedules.

6.2. Pricing Instructions:

6.2.1. The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule are compulsory and binding on all tenderers.

6.2.2. Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.

6.2.3. Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

6.2.4. Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

6.3. SUPPLIER / MANUFACTURER CONTRACT PRICE ADJUSTMENT

Tenderers are required to complete **either** Section 6.3.1 or Section 6.3.2 below to establish the Contract Price Adjustment basis. (Refer to Clause 6.4).

Tenderers shall in addition complete Section 6.4 if Rate of Exchange Variations are applicable.

6.3.1. Tenderers that are Manufacturers of the Tendered Items:

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS / SUPPLIER'S PRICE LISTS and shall complete only the following options.

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



Specifications

SEIFSA Index based contract price adjustments may only be claimed on the locally manufactured portion of the Goods. Imported components are to be subject to material / supplier price list-based contract price adjustments and maybe subject to ROE if the Tenderer is the Direct Importer.

Tenderers offering Goods with locally manufactured components subject to SEIFSA and imported components that are subject to ROE and material / supplier price list shall fully complete the following:

- Note 6.3.1 a) and complete Annexure A with respect to the SEIFSA based CPA (applicable to the local (South African) content,
- Fully complete 6.3.1 b) with respect to the CPA basis for the imported components,
- Fully complete 6.3 with full details of the ROE basis and accurately detailing the local and foreign currency component of the tendered price per item.

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 6.4.1 of 6.2 Pricing Instructions.

Material and labour price variation shall be calculated based upon the SEIFSA base material, labour prices / indices and the price proportions indicated by the Tenderer for the Goods tendered, as detailed in Annexure A of 6.2 Pricing Instructions, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed in the Covering Letter accompanying the Tender Documentation

b) Increase using Material / Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials and / or sub-equipment items supplied for the manufacture of the tendered items.

Supplier:

Date of Price List/Quotation upon which tender is based

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



Price List/Quotation Reference Number

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

6.3.2. Tenderers that are not Manufacturers of the Tendered Items

Tenderers that are NOT manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 5.4.2 of this pricing Instructions, and shall complete the following:

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

6.4. RATE OF EXCHANGE VARIATIONS

Only tenderers who are the direct importer of the goods may claim rate of exchange price variations. (Refer to Clause 5.5 below).

Exchange Rate on which tender is based: _____ 1 = SA Rand _____

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



Specifications

Name of Bank: _____

Date of quoted rate of exchange: _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

A full breakdown of the local (South African) content, foreign currency content, exchange rate, rand equivalent of foreign currency content and total amount per item is to be provided in the table below.

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



Specifications

Item no	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand, of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
A1					
A2					
A3					
A4					
A5					
A6					
B1					
B2					
B3					
B4					
B5					
B6					
B7					
B8					

6.5. PRICE VARIATION CLAIM

6.5.1. SEIFSA Index based Contract Price Variations (Refer to 6.3.1 above)

6.5.1.1. This section is applicable to Tenderers that ARE the manufacturer of the tendered goods.

6.5.1.2. Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.

6.5.1.3. SEIFSA based contract price adjustment is applicable only to the local manufactured

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



portion of the Goods.

- 6.5.1.4. The contract price per item shall be adjusted quarterly in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.
- 6.5.1.5. Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.
- 6.5.1.6. The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.
- 6.5.1.7. Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended Goods contract prices.
- 6.5.1.8. Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A (Contract price adjustment base material and labour prices).
- 6.5.1.9. A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.
- 6.5.1.10. The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- a) The Contractor shall approach the Employer in writing prior to the third Friday of each of **February, May, August and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following month.
 - b) The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the second week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published for the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - d) The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications

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



Specifications

regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.

- e) The Employer will update the Contract records at the end of the month with the approved amended unit prices for the following three months.
- f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the items concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the item if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of commencement date of contract submit written application for approval of adjusted cable unit prices that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

6.5.2. Supplier / Manufacturer Price List Variations (Refer 6.3.2 above)

This section is applicable to Tenderers that are NOT the manufacturer of the tendered Goods.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

6.5.2.1. Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.

6.5.2.2. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price

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



Specifications

adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.

- 6.5.2.3. In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 6.5.2.4. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 6.5.2.5. Only the difference in cost may be adjusted and under no circumstances may the Contractors increase their profit margin.
- 6.5.2.6. The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
- a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.
 - b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence; the Employer may approve the adjustment.
 - c) A letter authorising the price adjustment will be issued to the Contractor.
 - d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.
- 6.5.2.7. The Contractor shall supply the following documentation when applying for a contract price adjustment:
- a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
 - b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
 - c) Detailed calculations indicating how the new price has been established.
 - d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
 - e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.
- 6.5.2.8. In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier /

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



Specifications

Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

6.5.3 Rate of Exchange Variations (Refer to 6.4 above)

6.5.3.1 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section of Item 6.2 (Pricing Instructions), failing which no claim for contract price adjustment based on the rate of exchange variations will be considered.

6.5.3.2 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

6.5.3.3 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.

6.5.3.4 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

- a) On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
- b) This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven days from date of receipt of the purchase order.
- c) Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two days from the City's approval.
- d) The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.

6.5.3.5 On delivery of the goods to the Municipality the Contractor shall submit the following documentation:

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

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



6.5.4. Supplier Price List Variations for Contractors Supplying Goods Imported by Another Party (Refer to 6.3 above).

Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this supplier and shall submit the price list in accordance with the process outlined in Clause 6.5.2 above. The updated pricelist shall be submitted to the Municipality within seven calendar days of the date of the purchase order date.

6.5.5. Contract Price Adjustment – General

- 6.5.5.1. When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and descriptions detailed in Annexure A of the Pricing Conditions or the supplier's actual published pricelists applicable to the month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 6.5.5.2. The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require verifying a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the Municipality within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Annexure A: Contract Price Adjustment Base Material and Labour Prices
BASE MATERIAL AND LABOUR PRICES

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **JUNE**

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



Specifications

	3CR12 STEEL	OTHER (State)	OTHER (State)	LABOUR
SEIFSA Table No:				
SEIFSA Description:				
Base Month Price / Index:				

ITEM NO.	DESCRIPTION	Local (South African) Content Price (As per Column 4 of Section 6.4 Table above) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows: -			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
A1	Miniature substation 315 kVA 11kV/415V						
A2	Miniature substation 500 kVA 11kV/415V						
A3	Miniature substation 630 kVA 11kV/415V						
A4	Miniature substation 800 kVA 11kV/415V						
A5	Miniature substation 1000 kVA 11kV/415V						
A6	Miniature substation 1600 kVA 11kV/415V						
B1	Pole Mount transformer 100 kVA 11kV/415V						
B2	Pole Mount transformer 200 kVA 11kV/415V						
B3	Distr. transformer 315 kVA 11kV/415V						
B4	Distr. transformer 500 kVA 11kV/415V						

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



Specifications

B5	Distr. transformer 630 kVA 11kV/415V						
B6	Distr. transformer 800 kVA 11kV/415V						
B7	Distr. transformer 1000 kVA 11kV/415V						
B8	Distr. transformer 1600 kVA 11kV/415V						

NOTE: This Schedule is only applicable if the Tenderer is the Manufacturer of the Goods

TENDERERS NAME _____ SIGNATURE _____

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



Specification for the supply and delivery of type B miniature substations and distribution transformers with rating up to 1000kVA

7. Design references

Miniature substations	SANS 1029 / NRS 004	
Prefabricated HV/LV substations	SANS 61330	
Moulded-case circuit breakers	SANS 156	
Electricity Metering	SANS 474	
Unused and reclaimed mineral insulating oils for transformers and switchgear	SANS 555	
Transformers	SANS 780	
Insulated electrical cable (single core XLPE – cross linked polyethylene) for voltages up to and including 11 kV.	SANS 1339	
National colour standards for paint	SANS 1091	
Symbolic safety signs	SANS 1186-part 1	
Bus bars	SANS 1195	
Metal-enclosed ring main units for rated AC voltages up to and including 11 kV	SANS 1874 / NRS 006	
Metal enclosed switchgear and control gear for rated voltages above 1 kV up to and including 11 kV	SANS 62271 - 200	
Cable terminations and live conductors within air-insulated enclosures for A.C. voltages up to and including 11 kV.	SANS 876 / NRS 012	
Voltage detectors systems – Live working indication	SANS 61243-5	
Accessories for medium Voltage power cables	NRS 053	
Ratings		
	Unit	Value
Transformer power rating	kVA	315, 500, 630, 800, 1000.1600
Nominal Voltage	kV _{rms}	11
System Frequency	Hz	50
Number of phases	V _{rms}	3
Rated no-load secondary voltage	kV _{rms}	415

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



Specifications

Rated voltage	kV	12 kV	0.415 kV
Rated impulse voltage	kV _{rms}	95	30
Rated short-duration power frequency withstand voltage (50Hz: 1 min)	kV _{rms}	28	1

8. Construction requirements

Layout	Type B	Tender offer:
Design: MV compartment. Transformer compartment Metering / streetlight compartment. LV compartment	Modular with separate compartments. Access to each compartment shall have its own access doors. MV compartment housing a metal enclosed ring main unit as specified, Transformer compartment for transformer, Streetlight compartment to be isolated from the MV and LV sides, LV compartment for the outgoing LV circuit breakers, LV metering compartment with the provision for an electronic maximum demand type meter and a 3-phase streetlight meter, Main LV compartment for the main circuit breaker, rating plate, thermal control and tap changer rotary switch.	

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



Specifications

Miniature substation transformer interchangeability:	All miniature substation transformers must be able to easily be exchanged with the minimum disassembly of the miniature substation and must be able to be done on site where the miniature substation is installed. The following transformer ratings must be the same physical sizes: - 315, 500, 630, 800kVA. The 1000 and 1600kVA miniature substation is excluded from this requirement. Proof of this must be submitted in the form of proposed drawings with the tender returnable documents.	
Compartment assembly	A 5 mm thick cork packing shall be installed between the miniature substation end compartments and the transformer tank section, between the base and the end compartments, and between the base and the transformer tank section.	
Doors	The doors shall be designed to be closing flush with the body of the miniature substation and the stainless-steel door hinges shall be the concealed type. A door hinge stop shall be provided on the inside of the doors to prevent the door from swinging. The doorstop shall be designed and manufactured strong enough not to easily bend or deform in case of strong winds. Ventilation louvers shall be provided on the miniature substation doors. Louvers shall not be provided on the roof section of the miniature substation. A 6 mm vermin mesh shall be provided on the inside of the louver.	
Standard door locking mechanism	Compartment doors fastening/locking (pad lockable) three points locking with 10mm sunken captive socket heptagon type Allen cap screw to lock the handle in the closed position.	
Total mass	As per supplier's design. Not exceeding 5600 kg up to the 1000 kVA rated and 6200kg for the 1600 kVA miniature substations	

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



Specifications

Dimensions	As per supplier's design and Stellenbosch Municipality approval. All miniature substations must be able to fit on the standard plinths in use by the Municipality. (Typical B – type minisub station design)	
MV switchgear, LV panel, LV metering and transformer	Required to be housed in separate constructed compartments with dedicated doors. The MV side must have double doors hinges on the sides of the compartments and opening from the middle outwards.	
Lifting lugs for miniature substation	Provision for lifting of complete miniature substation onto a concrete plinth without need for dismantling. The position of the lugs shall take the centre of gravity of the entire miniature substation into consideration so that the unit is evenly balanced. It shall not be necessary to remove the roof of the mini substation for moving of the unit.	
Materials and corrosion protection		
Complete enclosure: (Roof, compartments, doors and transformer tank)	The units shall be manufactured from 3CR12 stainless steel with thickness of 3 to 6 mm. The latter thickness shall apply to mild steel parts as well. The thickness of the material must be indicated in the tender offers.	
Transformer tank (inside)	Shall be manufactured from sheet steel and zinc metal sprayed in accordance with SANS 780.	
Radiator	Hot –dipped galvanized mild steel	
Base	Hot-dipped galvanized steel channel coated with black epoxy tar paint.	
All compartments inside panels	3CR12 powder coated with white paint.	
All fasteners and door locking rods	Stainless steel.	

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



Specifications

Door handles with handle and lock protector as per drawing attached.	Electro Galvanised	
Copper bus bars and earth bar	Shall be tinned.	
External colour	Avocado green C12	
Blast ventilation	Chimney to suit RMU parameters	

9. Transformer requirements:

Transformer specification	<p>As per Stellenbosch Municipality Specification for transformers listed in this document.</p> <p>It is considered that the economic life of a transformer to be 30 years.</p> <p>The following formula will be applied to both the miniature substations and the distribution transformers</p>	
---------------------------	--	--

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



Specifications

Transformer losses and capitalization:	<p>Low loss as per SANS 780 at 80° C.</p> <p>The following capitalization formula will be used in the evaluation of the tenders, to establish the net present value of the total cost of the transformer:</p> <p>Total cost = $A + C_i P_i + C_c P_c$</p> <p>Where:</p> <p>A is the cost of purchasing and installing the transformer (capital cost), R.</p> <p>P_i is the no-load (iron) losses, kW.</p> <p>P_c is the load (copper) losses, kW.</p> <p>C_i is the capitalized cost of no-load (iron) loss, R/kW.</p> <p>C_c is the capitalized cost of load (copper) loss, R/kW.</p> <p>Load and no-load losses, the percentage impedance and the X/R ratio of the transformer shall be stated in returnable schedules. The load losses and the percentage impedance shall be stated at 80°C, in accordance with SANS 780.</p>	
	<p>Cost / kW of no-load losses R 275 736.76 /kW</p> <p>Cost / kW of load losses R 137 913.48 /kW</p> <p>The above will be revised when necessary.</p>	
Rated power 315 kVA	<p>Component no load loss W of transformer on offer:</p> <p>Component load loss W of transformer on offer:</p>	

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



Specifications

Rated power 500 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:	
Rated power 630 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:	
Rated power 800 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:	
Rated power 1000 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:	
Rated power 1600 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:	
Transformer construction	The transformer insulation shall be oil – immersed winding as per the specification for distribution transformers. Only new insulation oil shall be used and shall comply with SANS 780 and SANS 555. The transformer shall be able to operate continuously at up to 10 % over voltage rating without the loss of life due to over – fluxing of the core.	
Transformer size up to 800 kVA	Physical transformer sizes and fixing arrangements shall be identical to facilitate inter-changeability of transformers of miniature substations.	

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



Specifications

Transformer tank earth	The earth connection to the transformer tank shall be between the transformer earth terminal provided on the MV side of the transformer and mini-sub earth bar by means of a 70 mm ² bare copper conductor.	
Vector Group	DYN 11	
Voltage Ratio	11000V / 415 V (at no load)	
Cooling	ONAN The radiators shall be manufactured from mild steel and hot dip galvanized. Vertical installed tube radiators only.	
Impedance	As per SANS 780, Table 8	
Construction	Double wound core, oil immersed	
Winding material	Copper	
Sealed Free/breathing	Hermetically sealed – welded cover, nitrogen filled. The unit shall have a butt-welded valve for the purpose of draining and filling oil must be situated at the top away from the core. The unit shall have no drain valve or pressure release device / breather.	
Tap Settings	Range of $\pm 6\%$ with incremental steps of 3% - 6%, -3%, 0%, +3%, +6%	
Tapping selection (Rotary type)	Setting to be done off load with locking facilities.	
Oil level indicator	A robust oil level indicator shall be fitted on the LV side of the transformer. It shall not be subject to discolouration or deformity when exposed to heat generated within the MSS. Perspex or plastic oil level indicators shall not be accepted. The oil level indicator shall be clearly visible to the operator when standing at the open MSS door.	
MV bushings –	Bolted type with an M16 x 2 thread. Internal screens which shall be earthed are required. Type C EN 50180	

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



Specifications

Oil temperature measurement	The transformer shall be fitted with a top-oil thermo electric temperature-sensing element. This shall trip the main LV circuit breaker unit through a 230V shunt-trip facility when the transformer top-oil temperature exceeds 100 °C. The relay used to provide the shunt-trip facility shall be housed in an enclosure and sealed with a stainless-steel meter sealing wire and a 12 mm tinned copper ferrule. The thermo electric shall have a transparent front cover in order to view the temperature setting on the relay. The supply to the shunt trip facility shall be fitted with a 10 A HRC fuse and a neutral fuse link:	
-----------------------------	--	--

10. MV Compartment:

Ring Main Unit	As per Stellenbosch Municipality Specification for Ring Main Units	
Supply feeder cable boxes	Allow for two 3 core 11kv copper PILC cable heat shrink terminations: Size up to 185mm ²	
Cable support inside rmu	Cable clamps to comply with SANS 876. MPTI – 50 -75mm	
Minimum clearances	As per NRS 012	
Cable Termination	Heat shrink terminations with 800 mm tails	

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



Specifications

Earthing	<p>The miniature substation shall have a copper earth bar, with a cross sectional area equal to at least 70 mm², that is accessible from within both MV and LV compartments. The main RMU earth bar shall be connected to the mini-sub earth bar using 70 mm² bare copper conductors.</p> <p>All metal work including the doors shall be bonded to earth.</p> <p>Please note: For the 1000 and 1600kVA miniature substations two 70mm² earth conductors must be used.</p>	
Interconnections between RMU and Transformer	Screened 35mm ² copper single-core XLPR cable.	
Transformer mv connections	Insulation of connections - Right angle RICC boots	
Single core cable support from RMU to transformer	Tufnol bar 12 x 30mm securely mounted to support the tails between transformer and RMU bottom entry of the cable box.	
Earth –fault indicator	Required with cable clamp and cable for one 11 kV feeder cable installed	
Operating equipment	Operating handle for RMU	

12. LV Compartment:

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



Specifications

Earthing arrangement	<p>Separate MV and LV earth bar. MV and LV earth bar to be combined with a minimum 95mm link. This link shall be removable when required. Earth bar must be able to accommodate MV side: Minimum 10 x M12x 40 mm bolts for earth connections. LV 12 x M12 x 40mm bolts. All bolts shall be easily accessible from the MV and LV sides. Holes shall be evenly spaced. A combined LV neutral-earth busbar shall be provided and shall be insulated from the mini-sub. The neutral terminal of the transformer LV winding shall be connected to the LV neutral-earth busbar.</p>	
LV Neutral earth surge arrestor	<p>The miniature substation earth bar shall make provision, by means of a dedicated hole, for the fitting of a LV neutral surge arrester. A surge arrester shall be installed by the miniature substation manufacturer and positioned so that a 250 mm insulated jumper is connected to the LV neutral-earth busbar. In addition, two electrolytic copper conductors, each with a cross-sectional area of at least 70 mm² shall be fitted (in parallel with the surge arrester) to provide an electrical bridge between the miniature substation earth busbar and the LV neutral-earth bus-bar.</p>	

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



Specifications

LV Busbars	<p>The LV neutral-earth busbar shall be dimensioned identically to the LV phase bus-bars and be made of tinned, hard-drawn copper in accordance with SANS 1029/NRS 004. The LV neutral-earth busbar shall be drilled (centrally located 14 mm diameter holes) at intervals of 160 mm along the length of the bus-bar, so that the holes align vertically with the phase bus-bar holes.</p> <p>The LV busbars shall be drilled (centrally located 14 mm diameter holes) to accommodate the number of outgoing LV feeders. The holes shall be horizontally spaced at intervals of 160 mm. The position and alignment of the holes shall correspond to the LV outgoing feeder cable bays. The distance between adjacent feeder bay centrelines shall be 160 mm.</p> <p>The LV busbars shall be colour-coded in the colours of red, yellow, blue and black by a clearly visible heat shrink strip around the bus bars on the transformer bushing side.</p> <p>The spacing of the 3 phase bus bars shall be a minimum of 185mm from centres with the Neutral bar 300mm under the bottom (Blue) phase.</p>	
LV bus bar rated withstand current	<p>A minimum of 120% times the rating of the transformer is required.</p> <p>The rated short-time current withstand level (1 s) of the LV busbars shall be 25 kA for all the miniature substations up to 630 kVA miniature substations and 45 kA for the 800,1000 and 1600 kVA miniature substations.</p>	
Neutral isolating links	Supply and installation required	

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



Specifications

LV Main isolating circuit breaker	Triple pole, Minimum 25kA moulded case circuit breaker with hydraulic overload and magnetic instantaneous protection rated at 20% above transformer rating. The setting of the circuit breaker shall be adjustable from 400 – 800A for 315 - 500kVA. For 630 - 1000kVA 800 – 1600 A. For 1600kVA – 2500 A The main LV large frame MCB's shall have flash barriers at both ends and shall be barricaded from inadvertent contact and tampering by a protective shield. The barrier shall not prevent operation of the main MCB's.	
LV Feeders	6 x Triple pole, moulded case circuit breaker with hydraulic overload and magnetic instantaneous protection. Minimum 25 KA rating from 150 – 450A. The type of circuit breakers must match the type of circuit breakers in the Municipal stores, so that the new installations is easily compatible with existing stock. Current stock is JSO and LY603 type.	
LV circuit breaker support brackets	Pre-formed 3CR12 plate brackets to suit various sizes of LV circuit breakers. Pre-drilled holes for the specified C/B's. Mounting of different type and size for C/B to be confirmed with Electrical Services prior to manufacturing.	
Cable support	Galvanized Uni-strut bar and cable clamps.	
Ammeter	3 x thermal combined instantaneous / 15minute maximum demand indication ammeters	
Instrumentation CT's	Multi-ratio ring CT's Class 0.5. CTs shall be mounted on the LV bus bars closest to the transformer bushings. Ratings 315kVA – 500/5 500 kVA – 800/5 630 kVA – 1000/5 800 kVA – 1200/5 1000 kVA – 800/1500/5 1600 kVA – 1000/2500/5	
Voltmeter with selector switch	Standard rotary type required installed on the monitoring panel with the Amp meters.	

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



13. LV Street Lighting and metering compartment:

Streetlight equipment	<p>3 x HRC fuse holders complete with bases and 63A HRC fuses</p> <p>1 x 60A triple pole contactor</p> <p>Selector switch with position ON, OFF, BYPASS</p> <p>1 x HRC fuse holder with base and 4A HRC fuse</p> <p>6 x 30A single pole moulded case circuit breakers with thermal overload and magnetic instantaneous protection.</p> <p>Din rail mounted terminals for the connection of a photo-electric switch.</p> <p>Neutral bar – suitable for minimum 10 M6 x 30 bolts and nuts. Extension of Neutral bar to din rail mounted terminal blocks suitable for up to 12 x 16mm wires each.</p> <p>Earth bar similar to Neutral bar shall be installed in the street light compartment. This earth bar to be connected to the LV earth bar only.</p>	
Streetlight metering	<p>The undermentioned metering must be supplied, installed, and wired to the Metering Department speciation:</p> <p>Meter required: One Landis Gear - ZMG 310CR4 Meter, 3 phase programmable,</p> <p>Modem module required: One Landis Gear - SG101,</p>	
Consumption measured	Streetlight total kWh,	

14. LV auxiliaries

Three pin socket outlets	Required with earth leakage isolator protected by 20A HRC fuse with a neutral fuse link	
--------------------------	---	--

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



Specifications

LV bulk metering	<p>The undermentioned metering must be supplied, installed and wired to the Metering Department speciation: Meter required: Landis gear - ZMD 504CT44, Modem module required: Landis gear – CU-L52,</p> <p>This meter shall monitor the total loading of the LV bus bars to reflect the full load drawn from the miniature substation.</p> <p>More information on the above meter installation can be obtained from: Robert Low at the following e-mail: Robert.louw@stellenbosch.gov.za</p>	
Metering test block	Required including 3 x fuse holders with 2A HRC fuses	
Metering CT's	Multi-ratio ting CT's Class 0.5 with ratings 600/800/1000/5 for 315, 500 and 630kVA 1200/1600/5 for 800 and 1000kVA, 1000/2500/5 for 1600kVA	

15. Marking and Labelling

Transformer rating plate	<p>According to the requirements of SANS 780 including the following: Manufacturer's name and year of manufacture Type of transformer. The manufacturer serial number. The total quantity of oil. Total mass of the transformer. The rating plate shall be permanently affixed in a prominent position at the LV transformer terminals so that it is clearly visible.</p>	
Danger signs external	<p>Aluminium or similar sign to be riveted to all doors and to include the following:</p> <ul style="list-style-type: none"> • 150mm x 150mm WW7or similar approved. • Danger Gevaar, Ingozi • No Unauthorized Entry (English, Afrikaans, Xhosa 	

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



Specifications

Door labelling	Doors shall be labelled (stencilled 50mm high) on the inside (red paint) and outside (white paint) of each compartment. Label shall read MV, LV and Metering.			
MV labelling	Phase colours marked above RMU and transformer bushings with fixed name plates per phase indicating A, B and C and colour coded red, white and blue by a permanent painted spot of 20mm diameter.			
Circuit labels on RMU	2 x blank, 1 x Transformer (Gravoply or similar black lettering on orange backing).			
LV labelling	Gravoply or similar black lettering on white backing.			
Circuits to labelled as follows:	Busbars shall be clearly colour coded red, white, blue and black by a minimum of 20mm wide heat shrink tubing strip.			
Equipment:	Title	Letter Size	Gravoply or similar black lettering on white backing	
Transformer Breaker	Main Circuit Breaker	12mm		
3 x ammeters	Red, White, Blue	12mm		
3 x 30A fuses	Street Lights Meter	12mm		
kWh meter 4A Fuse	Control Circuit Mains	12mm		
kVA / kWh Meter	Bulk Meter	6mm		
30A MCCB's	Blank	12mm		
LV Feeders	Blank	12mm		

16. Documentation and testing:

Document holder.	For the safe keeping of the miniature substation relevant documentation, a robust A4 size holder minimum 30mm deep shall be fitted in the LV compartment door which opens first.	
------------------	--	--

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



Specifications

Drawings	Final design drawings shall be submitted with the tender for approval and shall include the following: General assembly - positioning of the transformer, RMU, LV compartment, MV compartment and LV metering compartment. The position of the RMU bushings and cable support clamps shall be clearly shown), The design details of the interconnections between the ring main unit and the transformer MV bushings, Schematic/wiring diagram - All auxiliary circuits and equipment; Foundation - footprint LV panel layout	
Type test certificates. (1 set) as per SANS 780	All required type test certificates shall be submitted to the Municipality by the manufacturer at the time of tendering. Single copies of all type-test reports and certificates, in English, for the miniature substations and transformers offered shall be supplied to the Municipality for approval at the tender stage. The type tests specified in SANS 1029/NRS 004 are required.	
Routine test certificates (2 sets) as per SANS 780	Full routine test certificates shall be provided with the miniature substations and transformers supplied. Original manufacturer's test certificates/reports for bought-out (out-sourced) equipment shall be provided with the equipment supplied. The above is required for each miniature substation and transformer supplied. Test certificates for each unit shall be traceable by reference to the manufacturer's serial reference number marked on the unit.	
Operating and maintenance manuals for ring main unit,	Installation, operating and maintenance instructions (3 sets)	
Metering	Calibration certificate for the electronic meters from a SANAS accredited lab.	
Testing of complete miniature substations and transformers	The Engineer reserves the right to witness any or all of these tests. The supplier or manufacturer shall demonstrate an ability to provide means to enable the Engineer or his duly representative to witness such tests. Suppliers are requested to indicate their compliance with the relevant standard at the tendering stage and shall submit all the required type tests and design drawings. If the equipment offered has been tested for compliance with an internationally accepted standard, The Engineer may accept	

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



Specifications

	<p>those test reports in place of the tests covered by this specification.</p> <p>Type tests as specified in SANS 780 and SANS 60076-1/3 (temperature rise, voltage withstand dielectric), tank stiffness and, if applicable, corrugated tank fatigue type tests) shall be carried out on the transformer.</p> <p>The insulation levels of the transformer windings shall be tested in accordance with table 1.</p> <p>The transformer temperature rise test shall be carried out on the complete mini sub in accordance with SANS 61330 with the compartment doors closed.</p> <p>Short-circuit withstand test in accordance with SANS 60076-5.</p> <p>Routine tests are intended to prove conformance of units to specific requirements and shall be made on every unit. These tests shall be non-destructive. The following routine tests, in addition to those specified in SANS 1029, are required.</p> <p>The following routine tests, as specified in SANS 780 and IEC 60076, shall be carried out on the transformer:</p> <ul style="list-style-type: none">• Measurement of winding resistance.• Measurement of voltage ratio and check of phase displacement.• Measurement of short-circuit impedance and load loss.• Measurement of no-load loss and current.• Dielectric routine tests.	
--	---	--

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



17. MV Ring main unit:

	<p>Specifications:</p> <p>The MV ring main unit shall comply with the specifications of the Stellenbosch Municipality for non-extensible ring main units.</p> <p>The design and construction of the miniature substation shall complement the internal arc-test requirements of the RMU. The miniature substation shall be tested to assess the effects of arcing due to an internal fault inside the RMU. The minimum fault current inside the RMU shall be equal to the rated short time withstand current of the RMU. The minimum duration of the fault shall be 0, 5 seconds. The miniature substation is intended to be installed in a site of unrestricted public accessibility and shall thus be tested with indicators placed in the front, lateral and rear sides (AB classification) of the miniature substation as per clause 6.106 and Annex A of SANS 62271-200.</p> <p>Connections between ring main unit and transformer</p> <p>For connections between RMU circuit breaker and transformer, MV, type C bushings shall be screened, Type B, 35mm² copper/aluminium, single-core XLPE cables that comply with SANS 1339. The screens shall be earthed on the RMU side only. Type 4 SSC terminations as per NRS 012 shall be supplied.</p> <p>Fully screened separable connectors complying with NRS 053 shall be installed at both ends of the above screened tails.</p> <p>Venting of the internal arc emissions (i.e., gas flow) shall be directed upwards as miniature substations are normally installed on concrete plinths with the MV cable entry through the concrete plinth sealed with a sand-cement (10:1mix) screed. Individual cable compartment and SF₆ switchgear chamber venting ducts are not required.</p> <p>The designation of IAC classification shall be clearly shown on a label provided in the MV compartment of the miniature substation. The label shall be clearly visible to the operator.</p>	
	Compliance with standard specifications	
	Cable terminations and live conductors within air-insulated enclosures for A.C. voltages up to and including 11 kV.	NRS 012
	MV switchgear	SANS 62271-200
	Metal-enclosed ring main units for rated a.c. voltages up to and including 11 kV	SANS 1874 / NRS 006
	Single core insulated mv leads	SANS 1339
	Single core screening	NRS 053

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



Specifications

Ratings			
		Unit	Value
	Nominal Voltage	kV _{rms}	11
	System Frequency	Hz	50
	Number of phases		3
	Rated voltage	kV _{rms}	12
	Rated impulse voltage	kV _{peak}	95
	Rated short-duration power frequency withstand voltage (50Hz: 1 min)	kV _{rms}	28
	Rated normal current of switch Disconnector / Busbar	A	630
	Rated current of transformer circuit breaker	A	200
	Rated short-circuit breaking current of circuit breaker	kA _{rms} for 0.5 sec	20
Constructional Requirements			Yes / No
	Design	Indoor metal clad ring main unit	
	Configuration	Line switch, Circuit Breakers, Line Switch	
	Provision for lifting lugs for ease of removal	Required	
	Cable testing facilities independent of the cable boxes and accessible from the front of the ring main unit	Required	
	Padlocking facilities	Required	
	SF6 pressure gauge visible from the front of RMU	Required	
	Provision of reliable earthing terminal for each metal enclosure/tank (compatible with M12 lughole)	Required	
	Voltage present identification systems (VIPS) on all switching devices	Required	
	Earth fault indication	Required	
	Switch Disconnector		
	Insulating medium	SF ₆ gas	

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



Specifications

	Circuit breaker tee-off		
	Breaking Insulating medium Protection tripping Over-current function IDMT extremely Inverse Curve with Earth-fault function IDMT definite time curve Auxiliary contacts	Vacuum Self-powered relay Required Required 2 x N/O + 2x N/C Required	
	Busbars		
	Insulating medium	SF ₆ in tank / Vacuum breaker	
	Cable termination requirements		
	Internally Arc Vented Dry Type Termination cable boxes with interlocked front covers	Required	
	Incoming MV cables	Allow for 1 x 185 mm ² 3 core copper PILCA per cable box.	
	Cable support	Two adjustable cable clamps, each suitable for clamping cable up to 185mm x 3 core, copper PILCA cable, shall be provided with the miniature substation. The minimum distance from the cable support point (clamp) to the RMU bushing centres shall be 800 mm as per NRS 012.	
	Minimum clearances	As per NRS 012	
	Cable Termination	Heat shrink terminations	
	Provision for earthing of cables	Required	
	Type of bushing	Type C	

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



18. ITEM B

Specification for distribution transformers with rating to the maximum of 1600kVA

1. General			
	<p>The specification covers the requirements for Distribution Transformers. Distribution Transformers shall be manufactured in accordance with SANS 780. The specific requirements for Stellenbosch Municipality are specified below. Where conflicting requirements with the SANS 780 occur, this specification shall take precedence.</p> <p>The unit shall be three-phase, oil-immersed or dry naturally cooled. The insulating oil shall comply with the requirements of SANS 780.</p> <p>Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service. Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design.</p> <p>Load and no-load losses, the percentage impedance and the X/R ratio of the transformer shall be stated in returnable schedules of this tender document. The load losses and the percentage impedance shall be stated at 80°C, in accordance with SANS 780.</p>		
2. Compliance with standard specifications			
	Distribution transformers	SANS 780	
	Standard transformer bushings	SANS 1037	
	Cable terminations and live conductors within air insulated enclosures for rated AC voltages of up to 12 kV	NRS 012/SANS 876	
	Symbolic safety signs	SANS 1186-part 1	
	Bushings above 1 kV up to 12 kV and from 250 A to 3,15 kA for transformers	EN 50180	
	National colour standards for paint	SANS 1091	
3. Ratings			
		Unit	Value
	Transformers power rating	kVA	100, 200, 315, 500, 630, 800, 1000.1600
	Nominal Voltage	kV rms	11
	System Frequency	Hz	50
	Number of phases		3
	Rated no-load secondary voltage	V rms	415

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



	Rated Voltage	kV rms	Specifications 12
	Rated impulse voltage	KV	95
	Rated short-duration power frequency withstand voltage (50Hz: 1 min)	KV ms	28

4.	Constructional Requirements for distribution transformers	Tender offer:
Transformer specification	<p>As per Stellenbosch Municipality Specification for transformers listed in this document.</p> <p>It is considered that the economic life of a transformer is assumed to be 30years.</p>	
Transformer losses and capitalization:	<p>Low loss as per SANS 780 at 80⁰ C.</p> <p>The following capitalization formula will be used in the evaluation of the tenders, to establish the net present value of the total cost of the transformer:</p> $\text{Total cost} = A + C_i P_i + C_c P_c$ <p>Where</p> <p>A is the cost of purchasing and installing the transformer (capital cost), R.</p> <p>P_i is the no-load (iron) losses, kW.</p> <p>P_c is the load (copper) losses, kW.</p> <p>C_i is the capitalized cost of no-load (iron) loss, R/kW; and</p> <p>C_c is the capitalized cost of load (copper) loss, R/kW.</p> <p>The values of parameters C_i and C_c are given in the returnable schedules.</p> <p>Load and no-load losses, the percentage impedance and the X/R ratio of the transformer shall be stated in returnable schedules. The load losses and the percentage impedance shall be stated at 80°C, in accordance with SANS 780.</p>	

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



Specifications

	Cost / kW of no-load losses R 275 736.76 /kW Cost / kW of load losses R 137 913.48 /kW The above will be revised when necessary.		
Rated power 315 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Rated power 500 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Rated power 630 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Rated power 800 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Rated power 1000 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Rated power 1600 kVA	Component no load loss W of transformer on offer: Component load loss W of transformer on offer:		
Transformer construction	The transformer insulation shall be oil – immersed winding as per the specification for distribution transformers. Only new insulation oil shall be used and shall comply with SANS 780 and SANS 555. The transformer shall be able to operate continuously at up to 10 % over voltage rating without the loss of life due to over – fluxing of the core.		
Transformer tank earth	The earth connection to the transformer tank shall be between the transformer earth terminal provided on the MV side of the transformer and mini-sub earth bar by means of a 70 mm ² bare copper conductor.		
Vector Group	DYN 11		
Voltage Ratio	11000 / 415 kV (at no load)		
Cooling	ONAN The radiators shall be manufactured from mild steel and hot dip galvanized. Vertical tube radiators only.		
Impedance	As per SANS 780, Table 8		
Construction	Double wound core, oil immersed		
Winding material	Copper		

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



Specifications

Sealed Free/breathing	Hermetically sealed – welded cover, nitrogen filled. The unit shall have a butt-welded valve for the purpose of draining and filling oil must be situated at the top away from the core. The unit shall have no drain valve or pressure release device / breather.	
Tap Settings	Range of $\pm 6\%$ with incremental steps of 3% - 6%, -3%, 0%, +3%, +6%	
Tapping selection (Rotary type)	Off load with locking facilities	
Oil level indicator	A robust oil level indicator shall be fitted on the LV side of the transformer. It shall not be subject to discolouration or deformity when exposed to heat generated within the MSS. Perspex or plastic oil level indicators shall not be accepted. The oil level indicator shall be clearly visible to the operator when standing at the open MSS door.	
MV bushings –	Bolted type with an M16 x 2 thread. Internal screens which shall be earthed are required. Type C EN 50180	
Dimensions	As per supplier's design and Stellenbosch Municipalities approval.	
Transformer tank (inside)	Shall be manufactured from sheet steel and zinc metal sprayed in accordance with SANS 780.	
Radiator	Hot –dipped galvanized mild steel	
Free standing transformers: MV cable box	Sealed cable box design for heat shrink type termination. The box shall be manufactures from 3mm 3CR12 stainless steel. The front cover shall be of rigid design and be bolted in place with M12 mm stainless steel bolts. The cover shall be sealed with a 4mm cork seal. The gland plate shall be manufactured of 6mm mild steel and be removable and bolted in place with equal spaced M12 bolts. The width and depth of the box shall be in proportion to the spacing of the MV bushings and a minimum length of 650mm.	

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



Specifications

Free standing transformers: LV cable box	The design shall be of the same type as the MV box. The box shall be manufactures from 3mm 3CR12 stainless steel. The cover plates shall be of rigid design and be bolted in place with M12 mm stainless steel bolts. The cover shall be sealed with a 4mm cork seal. The gland plate shall be manufactured of 6mm mild steel removable and bolted in place with equal spaced M12 bolts. The width and depth of the box shall be in proportion to the spacing of the LV bushings and a minimum length of 550mm.	
Lifting lugs – all transformers:	Provision for lifting of transformers shall be welded on the main tank for installing and removing thereof. The position of the lugs shall take the centre of gravity of the transformers into consideration so that the unit is evenly balanced.	
Pole mounting: Only for 100, 200 kVA rating	The design for pole mounting shall be for a single pole construction. There shall be a top and bottom clamp type so that the transformers can be mounted on a single transmission pole.	
Surge arrestor brackets: Pole mount only	Standard “L” type surge arrestor brackets shall be welded under the MV bushing side for the fitment of 12 kV silicon type surge arrestors.	
Wheels for Free Standing Units: only 315, 500, 630, 800,1000,1600 kVA rating	Steel wheels suitable for the weight of the transformers shall be fitted on the base frame of the transformers in order to move the latter in place. The wheel shall be mounted on solid steel shafts running through the base channel of the transformers. The wheels shall be locked on the shaft by means of a minimum 6mm split pin which shall fit through a drilled hole in the shaft not further than 20 mm from the end of the shaft.	
Earthing	The transformer earth terminal shall be a 30 mm long stainless-steel stud with an M12 thread throughout, welded to the transformer tank. The earth stud shall be fitted with a M12 stainless steel nut of grades 304 and 316 respectively, washer and spring washer. There shall be identical earth studs on the MV side and on the LV side. These studs shall be welded in the centre on the tank and 100mm from the bottom of the tank.	
External colour	Avocado green C12.	

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



Specifications

5.	Documentation and testing	
	Please refer to Item 14 of the specification of miniature substations for requirements for documentation and testing of transformers.	
6.	Marking and Labelling	
	Please refer to Item 13 of the specification of miniature substations for requirements for marking and labelling of transformers.	

Tenderer's Signature_____ **Date**_____

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



Special condition of contract

1. Mitigation Measures

Implementing Workplace Controls: Legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act 85 of 1993 and the Disaster Management Act 2002, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees and COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations

Specifically, Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). In the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

However, before the implementation of control measures, Risk Assessments need to be reviewed and updated, considering the hazards posed by exposure to COVID19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act.

2. Settlement and disputes

- 2.1. Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.
- 2.2. Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.
- 2.3. Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.
- 2.4. Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

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



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

3. Arbitration

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

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

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

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

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



19. PRE-QUALIFICATION SCORE SHEET

A Compulsory Clarification Meeting will be held via the Microsoft Teams App.

Tenderers must ensure to download the App and give the relevant Official at Supply Chain Management the necessary contact details (email address and cell phone number) at least 48 hours prior to the meeting to enable the Officials to set up a virtual meeting.

The Tenderer must be represented at the briefing meeting by a person who is suitably qualified and experienced to comprehend the implications of the scope and specifications of this tender. Should a Tenderer or his representative do not attend the briefing meeting, his tender offer will be disqualified.

19.1. Quality accreditation:

Tenderers must have a valid SABS ISO 9001 – 2008 accreditation for their manufacturing process to be eligible for qualification for this tender.

19.2. Evaluation of tender

19.2.1. Only suitable manufacturers / suppliers which successfully completed similar projects of this nature are eligible to submit tenders.

19.2.2. The tenders will be evaluated in terms of the low losses calculations as explained in Item 4 of the transformer construction specifications. Miniature substations and distribution transformers with the lowest losses will be considered.

19.2.3. Company profile and established nature:

Tenderers must submit proof of their company profile and registration to indicate established nature of the company. Only Companies with a minimum of eight (8) years or more experience in the manufacturing and supply of miniature substations and distribution transformers will be considered.

19.2.4. Plant and equipment available for manufacturing and supply of miniature substations

A list of relevant major items of plant and equipment which the Tenderer and/or Sub-contractor has immediately available, and which will be acquired for use in this contract should their tender be successful.

Failure to include this list will prejudice a tender offer as being submitted by an insufficiently equipped Tenderer and it will be rejected for such cause.

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



19.2.5. Schedule of references

It is compulsory that the schedule of Contactable References as provided in this tender be completed in full and must accompany each proposal.

Please complete the schedules in the format indicated below. At least 3 (three) contactable references must be submitted with the tender as a pre-qualification requirement for Tenderer's offer to be considered further. Separate schedules may be attached with the returnable documents.

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



20. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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

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



21. 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 (If nil, enter NIL)				

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.

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



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

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

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

Attach additional pages if more space is required.

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

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



23. 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'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Bids will be evaluated per item. **Calculation of cost of ownership (Losses) and Unit price will be added for evaluation purposes only.**



19. PRICING SCHEDULE GUIDELINES

PRICING SCHEDULE - ITEM A - Miniature substations

NAME OF TENDERER:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

I/We the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Specifications and with the Conditions of Tendering and General Conditions of Purchase and Conditions of Tender attached hereto, and hereby, and hereby agree to supply and deliver for a period up to and including 30 JUNE 2025 from the date of commencement of tender, in accordance therewith, the following:

Please Note: Only Bidders that complete the schedule listed below will be considered. Prices and offers made elsewhere in the document will not be taken into account.

Evaluation:

Bidders can make an offer ON ANY OR ALL the items. However, Bidders must please complete both items as per size for the individual miniature substations e.g., A.1 and A.1.1 etc.

Bidders must quote on the unit price (Estimated quantity is only an indication what we would purchase more or less). It is not guaranteed that we will purchase the exact quantity.

Item A Miniature substations

PRICING SCHEDULE:

Item No	Description Miniature Substation 11kV / 415V	Estimated quantity	Unit price 2022	Calculation of cost of ownership	Delivery Period (Weeks)
A.1.	315 kVA	25			
A.1.1.	Transformer replacement only 315 kVA	2			
	Total amount before VAT				
	15% VAT				
	Total amount after VAT				
A.2.	500 kVA	25			
A.2.1.	Transformer replacement only 500 kVA	2			



	Total amount before VAT				
	15% VAT				
	Total amount after VAT				
A.3.	630 kVA	8			
A.3.1.	Transformer replacement only 630 kVA	2			
	Total amount before VAT				
	15% VAT				
	Total amount after VAT				
A.4.	800 kVA	5			
A.4.1.	Transformer replacement only 800 kVA	1			
	Total amount before VAT				
	15% VAT				
	Total amount after VAT				
A.5.	1000 kVA	6			
A.5.1.	Transformer replacement only 1000 kVA	2			
	Total amount before VAT				
	15% VAT				
	Total amount after VAT				
A.6.	1600 kVA	4			
A.6.1.	Transformer replacement only 1600 kVA	1			
	Total amount before VAT				
	15% VAT				
	Total amount after VAT				



Specification for the supply and delivery of type B miniature substations and distribution transformers with rating up to 1600kVA

PRICING SCHEDULE – ITEM B - Distribution transformers

NAME OF TENDERER:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

I/We the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Specifications and with the Conditions of Tendering and General Conditions of Purchase and Conditions of Tender attached hereto, and hereby, and hereby agree to supply and deliver for a period up to and including 30 JUNE 2025 from the date of commencement of tender, in accordance therewith, the following:

Please Note: Only Bidders that complete the schedule listed below will be considered. Prices and offers made elsewhere in the document will not be taken into account.

Item B Distribution transformers

Bidders can make an offer ON ANY OR ALL the items.

Bidders must quote on the **unit price** (Estimated quantity is only an indication what we would purchase more or less). It is not guaranteed that we will purchase the exact quantity

Item No	Description Miniature Substation 11.5 kV / 415 V	Estimated quantity	Unit price 2022	Calculation of cost of ownership	Delivery Period (Weeks)
B.1.	Pole Mount transformer 100kVA	5			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.2.	Pole Mount transformer 200kVA	15			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.3.	Distr. Transformer 315 kVA	6			
	Total bid price (excl. VAT)				
	15 % VAT				



	Total Bid price (Incl. VAT)				
B.4.	Distr. Transformer 500 kVA	8			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.5.	Distr. Transformer 630 kVA	3			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.6.	Distr. Transformer 800 kVA	3			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.7.	Distr. Transformer 1000 kVA	4			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				
B.8.	Distr. Transformer 1600 kVA	3			
	Total bid price (excl. VAT)				
	15 % VAT				
	Total Bid price (Incl. VAT)				



24. 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	

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.