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**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 74/22: MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 30 JUNE 2025**

TENDER NUMBER: **B/SM 74/22**
DESCRIPTION: **MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 30 JUNE 2025**
CLOSING DATE: **22 August 2022**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**

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***INFORMATION:***
**Tender Specifications:** **James Beukes at 021 808 8283: e-mail:** James.Beukes@stellenbosch.gov.za
**SCM Requirements:** **Gerald. Kraukamp at 021 808 8519: e-mail:** Gerald.Kraukamp@stellenbosch.gov.za

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

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Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on 22 July 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(s) 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 document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 74/22: MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR 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:

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|---|---|
| **Price** | **80** |
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The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

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G Mettler (Ms)
**MUNICIPAL MANAGER**

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**TENDER KENNISGEWING**

**STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM 74/22: ONDERHOUDSKONTRAK VAN ELEKTRIESE-, TELEMETRIE-, CHLOOR- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VIR TYDPERK EINDIG 30 JUNIE 2025**

TENDER NOMMER: **B/SM 74/22**
BESKRYWING: **ONDERHOUDSKONTRAK VAN ELEKTRIESE-, TELEMETRIE-, CHLOOR- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VIR TYDPERK EINDIG 30 JUNIE 2025**

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**KIOR:** Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tenderaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste
**1ME of 1EE of 1EP/EB of 1SQ of hoër of n kombinasie van die verskillend CIDB** hê, soos wat dit voorgeskryf is vir die verskillende kategorieë in die bid dokument en waarby tenderaars moet voldoen vir die kategorie wat hulle 'n aanbod wil maak. (Tenderaars kan vir een of al die verskillende kategorieë 'n aanbod maak).

**NAVRAE:**
**Tender spesifikasies:** **James Beukes by 021 808 8283:** **epos:** James.Beukes@stellenbosch.gov.za
**Vkb vereistes:** **Gerald Kraukamp by 021 808 8519:** **epos:** Gerald.kraukamp@stellenbosch.gov.za
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'n Verpligte inligtingsessie sal gehou word op **4 Augustus 2022 om 10:00**. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tenderaars moet toesien dat hulle die "App" aflaai en James Beukes by James.Beukes@stellenbosch.gov.za, minstens 48 uur **(2 Augustus 2022 om 10:00)** voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie en nie betyds die kontakbesonderhede deurgee nie, sal ook nie in ag geneem word nie. Voorsiening vir beurtkrag moet gemaak word. James sal die webwef skakel aanstuur.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12:00 op 22 Julie 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 Voorsieningskanaal Bestuurskakel. 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 grondstowwe of insette benodig word. 'n Afskrif van die magtigingsbrief moet saam met hierdie tenderdokument op sluitingsdatum en tyd van die tender ingedien word. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tenderdokument 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.

Verseëlde tenders duidelik gemerk: "**B/SM 74/22: ONDERHOUDSKONTRAK VAN ELEKTRIESE-, TELEMETRIE-, CHLOOR- EN HVAC-TOERUSTING VIR WATER- EN SANITASIE-INFRASTRUKTUUR BY STELLENBOSCH MUNISIPALITEIT VIR TYDPERK EINDIG 30 JUNIE 2025,"** op die koevert, moet geplaas word in 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. 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 tenderdokument asook die **Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.**

Tenderaars mag voorkeurpunte eis in terme van hul B-BSEB status vlak van bydrae asvolg:

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

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G Mettler (Me)
**MUNISIPALE BESTUURDER**

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# TENDER NO.: B/SM 74/22

# MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 30 JUNE 2025

## PROCUREMENT DOCUMENT

| | |
|---|---|
| **NAME OF TENDERER:** | |
| **Total Bid Price (Inclusive of VAT)** | **Rate based tender** |
| **BBBEE LEVEL** | |

**JULY 2022**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:**

**James Beukes**

**Manager: Waste water Treatment**

Tel. Number: **021 808 8283**

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## 1. TENDER NOTICE & INVITATION TO TENDER

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**TENDER KENNISGEWING**

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G Mettler (Me)
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**PART A**
**INVITATION TO BID**

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **B/SM 74/22** | CLOSING DATE: | **22 AUGUST 2022** | CLOSING TIME: | 12:00 |
| DESCRIPTION | **MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 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 | James Beukes |
| CONTACT PERSON | Gerald Kraukamp | TELEPHONE NUMBER | **021 808 8283** |
| TELEPHONE NUMBER | 021 808 8519 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | James.Beukes@stellenbosch.gov.za |
| E-MAIL ADDRESS | Gerald.kraukamp@stellenbosch.gov.za | | |

## PART B
## TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

……...

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

## 2. CHECKLIST

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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## 3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

| | | | |
|---|---|---|---|
| NAME & SURNAME | | | |
| CAPACITY | | | |
| NAME OF FIRM | | | |
| ADDRESS | | | |
| | | | |
| | | | |
| TELEPHONE NO | | 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**

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## 4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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

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

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## 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: | |

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## 5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

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

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

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

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

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

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

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## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

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

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

*Note*

*1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

**F.1.4 Communication and employer's agent**

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

**F.1.5 Cancellation and Re-Invitation of Tenders**

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

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

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

**F.2.3 Check documents**

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

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**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds and policies**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

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**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of

tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*

b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

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

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

**F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

1) Score tender evaluation points for price

2) Score points for BBBEE contribution

3) Add the points scored for price and BBBEE.

**F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

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

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

*Where:*

*Ps* = *Points scored for price of bid under consideration;*

*Pt* = *Price of bid under consideration; and*

*Pmin* = *Price of lowest acceptable tender or offer.*

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

4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE status level of contributor | Number of points |
|---|---|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, April 2017", the contract must be awarded to the tender who scores the highest total number of points.

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

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

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

***Where:***

*Ps* = *Points scored for price of bid under consideration;*

*Pt* = *Price of bid under consideration; and*

*Pmin* = *Price of lowest acceptable bid.*

5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE status level of contributor | Number of points |
|---|---|
| 1 | 10 |
| 2 | 9 |

| | |
|---|---|
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Price**

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

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

***Where:***

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

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

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

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

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

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring functionality**

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

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

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

***Where:***

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

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

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

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F3.19 Transparency in the procurement process**

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

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

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

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

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

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

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

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

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## 7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand

1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.14. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.15. “GCC” means the General Conditions of Contract.

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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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. "Tort" means in breach of contract.

1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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## 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.

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## 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.

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## 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 tha15% 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 of 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.

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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 0f 1998.

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

*General Conditions of Contract (revised July 2010)*

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## 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.**

3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges;

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ALTERNATIVELY;

6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

**7. Negotiations for a fair market related price**

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

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

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

**9 Service Level Agreement**

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

**10 Centralised Supplier Database**

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

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

**Centralised Supplier Database No. MAAA……**

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## 9. MBD 4 – DECLARATION OF INTEREST

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

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

| | | | | | |
|---|---|---|---|---|---|
| **3.7.** | **Are you presently in the service of the state?** | **YES** | | **NO** | |
| 3.7.1. | If so, furnish particulars: | | | | |
| | | | | | |
| **3.8.** | **Have you been in the service of the state for the past twelve months?** | **YES** | | **NO** | |
| 3.8.1. | If so, furnish particulars: | | | | |

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

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

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

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| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| **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: | | | | |
| | | | | | |

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

**NB:**

**a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

**b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

## 4. DECLARATION

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | DATE | |
| NAME OF SIGNATORY | | | |
| POSITION | | | |
| NAME OF COMPANY | | | |

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

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

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

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

| | | | | |
|---|---|---|---|---|
| 1. Are you by law required to prepare annual financial statements for auditing? | **YES** | | **NO** | |
| 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. | | | | |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? | **YES** | | **NO** | |
| 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.<br>2.2. If yes, provide particulars. | | | | |
| | | | | |
| 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | **YES** | | **NO** | |
| 3.1. If yes, furnish particulars | | | | |
| | | | | |
| 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | **YES** | | **NO** | |
| 4.1 If yes, furnish particulars | | | | |
| | | | | |

**CERTIFICATION**

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | DATE | |
| NAME (PRINT) | | | |
| CAPACITY | | | |
| NAME OF FIRM | | | |

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**11.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

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)

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2.5 **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.6 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7 **"prices"** includes all applicable taxes less all unconditional discounts;

2.8 **"proof of B-BBEE status level of contributor"** means:

2.8.1 B-BBEE Status level certificate issued by an authorized body or person;

2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;

2.9 **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

*2.10* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20** **or** **90/10**

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

**Where:**

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

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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 |

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## 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? *(Tick applicable box)* | **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? *(Tick applicable box)* | **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 last 51% owned by:** | **EME** √ | **QSE** √ |
|---|---|---|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| **OR** | | |
| Any EME | | |
| Any QSE | | |

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## 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:** | | |

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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: | | | |
| | | | |
| | | | |

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

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## 11. 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 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;

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**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:**

**PLEASE NOTE: THIS IS A RATE BASED TENDER AND LOCAL CONTENT IS APPLICABLE TO THIS TENDER. AS DIE EXACT AMOUNTS CANNOT BE DETERMINE, THE SUCCESSFUL BIDDER(s) MUST COMPLETE THE ANNEXURE C EACH TIME WHEN A PROJECTS HAS BEEN IDENTIFIED.**

| # | Description of services, works or goods | Stipulated minimum threshold as a % |
|---|---|---|
| | Electrical Cables | 90% |
| | Telecom Cables | 90% |
| | | |

**Please submit also letters of exemption from dti if local content is not 100%.**
**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: | | | |
| | | | |
| | | | |

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## 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 OFTENDER NO. B/SM 74/22: MAINTENANCE CONTRACT OF ELECTRICAL, TELEMETRY, CHLORINE AND HVAC EQUIPMENT FOR WATER AND SANITATION INFRASTRUCTURE AT STELLENBOSCH MUNICIPALITY FOR PERIOD ENDING 30 June 2025, 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/industrial development/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**

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**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:** | | |

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| 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)* |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

| | |
|---|---|
| *(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 mores space is required**

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| 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 | | | | | | Summary | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | Tender Quantity | Exempted imported value |
| *(D7)* | *(D8)* | *(D9)* | *(D10)* | *(D11)* | *(D12)* | *(D13)* | *(D14)* | *(D15)* | *(D16)* | *(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 | | | | | | Summary | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | Tender Quantity | Total imported value |
| *(D20)* | *(D21)* | *(D22)* | *(D23)* | *(D24)* | *(D25)* | *(D26)* | *(D27)* | *(D28)* | *(D29)* | *(D30)* | *(D31)* |
| | | | | | | | | | | | |
| | | | | | | | | | *(D32)* Total imported value by tenderer | | |

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| 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 3rd 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 3rd party | |

| D. Other foreign currency payments | | | Calculation of foreign currency payments | | Summary of Payments |
|---|---|---|---|---|---|
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender rate of exchange | Local value of payments |
| *(D46)* | *(D47)* | *(D48)* | *(D49)* | *(D50)* | *(D51)* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | *(D52)* Total of foreign currency payments declared by tenderer and/or 3rd party | |
| | | | | *(D53)* Total o imported content and foreign currency payments – *(D32)*, *(D45)* and *(D52)* above | |

**This total must correspond with Annex C – (C23)**

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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| 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

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

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

| | | | |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>*(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).* | **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)?<br>*(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).* | **Yes** | **No** |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | **Yes** | **No** |

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

**5. CERTIFICATION**

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

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

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

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## 13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[4] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**:

In response to the invitation for the bid made by:

**STELLENBOSCH MUNICIPALITY**

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

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

   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.*

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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 consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

7.1. prices;

7.2. geographical area where product or service will be rendered (market allocation)

7.3. methods, factors or formulas used to calculate prices;

7.4. the intention or decision to submit or not to submit, a bid;

7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or

7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

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## 14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

**NB:** **Please attach certified copy (ies) of ID document(s) and Municipal Accounts**

**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

| | | |
|---|---|---|
| | | |
| **Signature** | **Position** | **Date** |

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

| **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)** | |
|---|---|
| **Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.<br><br>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:**<br><br>**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.** | |

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

## 16. FORM OF INDEMNITY

**INDEMNITY**

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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# PART B – SPECIFICATIONS AND PRICING SCHEDULE

## 2.1 Employer's Objectives

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

The Appointed Contractor shall have substantial capacity and facilities to handle all the equipment listed in Part 2 Section 2.3: Equipment Description. Sub-contractors may be appointed for specialised activities, subject to the approval of the Employer. All services tendered on must be **ISO 9002** quality listed. Tenderers shall submit with tenders the details, names and addresses of all sub-Contractors whom they propose to employ for any work listed as activities to be performed. Payment of these sub-Contractors will be the responsibility of the Appointed Contractor. Rates will be as tendered and no mark-up will be offered.

**During the course of the Contract should the additional use of sub-Contractors or the use of new sub-Contractors be proposed for use within the scope of work described in activities to be performed prior approval is required. No mark-up on tendered rates will be allowed**.

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

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

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

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

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

| | | |
|---|---|---|
| Mr. J Beukes<br>Tel: (021) 808 8283 | or | Mr. S Ntese<br>Tel: (021) 808 8264 |

## 2.2 Overview of the works

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

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

**Electrical:**

(a) PLC/Software Programmer
(b) SCADA (Adroit) management
(c) General MCC installations and Generator Repairs and fault finding
(d) Telemetry Installations
(e) Chlorine Installations
(f) Electrical Fencing Repairs and Installations
(g) All HVAC Installations

## 2.3 Extent of the works

Water Pump Stations

The Works require a Contractor to provide Emergency Maintenance to all electrical equipment at municipal water and sanitation infrastructure. The intended Emergency Maintenance Work shall be undertaken for the period ending 30 June 2025 The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of the water and sanitation installations are listed in the tables below. The legend below which refers to all water pump stations (30 in total) **must** be completed to indicate the scope of repairs for which the tenderer intend to submit a bid.

**Water Pump Station Legend**

| Type of Equipment | YES | NO |
|---|---|---|
| MCC | | |
| Telemetry system | | |
| Chlorine dosing installations | | |

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

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

Wastewater Pump stations

The Works require a Contractor to provide Emergency Maintenance to all electrical equipment at municipal Wastewater Pump Stations Infrastructure. The intended Emergency Maintenance Work shall be undertaken in approximately seventeen (17) individual site visits for the period ending 30 June 2025. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below. The legend below which refers to all wastewater pump stations (19 in total) **must** be completed to indicate the scope of repairs for which the tenderer intend to submit a bid.

**Wastewater Pump Stations Legend**

| **Type of Equipment** | **YES** | **NO** |
|---|---|---|
| MCC | | |
| Telemetry installations | | |
| Odour Control units | | |
| Electrical fencing installations | | |
| All cable replacements | | |

| Description of Wastewater Pump Stations | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **Name** | **Function** | **Model** | **Quantity** | **Power (kW)** | **Equipment** | |
| 1 | Boord Sewage Pump Station | Sewer pumps | 150-160 | 3 | 39 | Generator, 3 x Pressure Gauges, Valve chamber, MCC & Telemetry | |
| 2 | Corobrick Sewage Pump Station | Sewer pumps | | 2 | 6.3 | Valve chamber, MCC & Telemetry | |
| 3 | Jamestown Sewage Pump Station | Sewer pumps | | 2 | 26 | Generator, 3 x Pressure Gauges, Valve chamber, MCC & Telemetry | |
| 4 | Klapmuts 1 Sewage Pump Station | Sewer pumps | | 2 | 3 | Valve chamber, MCC & Telemetry | |
| 5 | Klapmuts 2 Sewage Pump Station | Sewer pumps | | 2 | 11 | Valve chamber, MCC & Telemetry | |
| 6 | Klapmuts 3 Sewage Pump Station | Sewer pumps | | 2 | 19.5 | Valve chamber, MCC & Telemetry | |
| 7 | KWV Sewage Pump Station | Sewer pumps | | 2 | 2.9 | Valve chamber, MCC & Telemetry | |
| 8 | Stellencia Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 9 | Techno Park Sewage Pump Station | Sewer pumps | | 2 | 48 | Generator, Valve chamber, MCC & Telemetry | |
| 10 | Vredenburg Sewage Pump Station | Sewer pumps | | 2 | 5.9 | Valve chamber, MCC & Telemetry | |
| 11 | Welgevonden 1 Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 12 | Welgevonden 2 Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 13 | Pniel Main Sewage Pump Station | Sewer pumps | | 2 | 10.6 | Generator, Valve chamber, MCC & Telemetry | |
| 14 | Pniel Sports Sewage Pump Station | Sewer pumps | | 2 | 4.5 | Valve chamber, MCC & Telemetry | |
| 15 | La Motte Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 16 | Vlottenburg Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |

| Description of Wastewater Pump Stations | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **Name** | **Function** | **Model** | **Quantity** | **Power (kW)** | **Equipment** | |
| 17 | Nuutgevonden Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 18 | Kylemore Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |
| 19 | Lanquedoc Sewage Pump Station | Sewer pumps | | 2 | TBC | Valve chamber, MCC & Telemetry | |

Water Treatment Works

The Works require a Contractor to provide Emergency Maintenance to all electrical equipment at municipal Water Treatment Works Infrastructure. The intended Emergency Maintenance Work shall be undertaken for the period ending 30 June 2025. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below. The legend below which refers to all water treatment plants (3 in total) **must** be completed to indicate the scope of repairs for which the tenderer submit a bid.

**Water Treatment Works Legend**

| **Type of Equipment** | **YES** | **NO** |
|---|---|---|
| MCC | | |
| Chlorine installations | | |
| Telemetry installations | | |

| Description of Installation | | |
|---|---|---|
| **Name** | **Function** | |
| **Idas Valley Treatment Works** | Valve Chamber (6 off) | |
| | Chlorine Dosing Station Complete | |
| | Water Tower Pump Station (3 off) | |
| | Water Tower Pump Station Flow Meter (3 off) | |
| | Water Tower Pump Station Pressure Gauge | |
| | Water Tower Pump Station MCC | |
| | Reservoir Pump Station Flow Meter (4 off) | |
| | 2 Ton Gantry Beam | |
| | Reservoir Pump Station Pump (2 off) | |
| | Reservoir Pump Station Pump Pressure Gauge (2 off) | |
| | Reservoir Pump Station Telemetry | |
| | Reservoir Underground Valve Chamber | |
| | Storage Dam Elevated Valve Chamber | |

| Description of Installation | | |
|---|---|---|
| | Storage Dam Elevated Valve Chamber 1 Ton Gantry Crane | |
| | Penstock gates (3 off) | |
| | | |
| **Paradyskloof Treatment Works** | Alum & Polyelectrolyte Mixers Pressure Gauge (2 off) | |
| | Alum & Polyelectrolyte Mixers (2 off) | |
| | Alum Feed Pump | |
| | Alum Flow Meter (2 off) | |
| | Alum Pump (2 off) | |
| | Back-up Generator | |
| | Brandwacht Reservoir Distribution Board | |
| | Brandwacht Reservoir Pump (2 off) | |
| | Chemical Room Distribution Board | |
| | Chlorine Dosing Station | |
| | Dam Distribution Board | |
| | Dam Feed Gate Valve | |
| | Dam Pressure Gauge | |
| | Dam Submersible Pump | |
| | Filter Bed Penstock Gate (4 off) | |
| | Filter Room Distribution Board | |
| | Filter Room Flow Meter | |
| | Filter Room Lime Doser | |
| | Filter Room Pressure Gauge | |
| | Lime Feeder (2 off) | |
| | Lime Feeder Mixer | |
| | Office Aluminium Telemetry | |
| | Mixing Channel Sluice Gate | |
| | Office Flow Meter (2 off) | |
| | Office Sodium Telemetry | |
| | Old Chlorine Dosing Station | |
| | Plant Control Distribution Board | |
| | Plant Valve Chamber (13 off) | |
| | Pump Station | |
| | Pump Station Distribution Board | |
| | Pump Station Distribution Panel Distribution Board | |
| | Pump Station Mains Panel Distribution Board | |
| | Pump Station Starter Panel Distribution Board | |
| | Pump Station Telemetry | |
| | Pump station Air compressor (2 off) | |
| | Pump station Backwash Pump (2 off) | |
| | Reservoir 2 Chlorine Dosing Station | |
| | Reservoir 2 Valve Chambers (4 off) | |

| Description of Installation | | |
|---|---|---|
| | Reservoir Large Valve Chamber | |
| | Reservoir Telemetry | |
| | Reservoir Valve Chamber 8 | |
| | Sodium Pump (2 off) | |

Wastewater Treatment Works

The Works require a Contractor to provide Emergency Maintenance to all electrical equipment at municipal's Wastewater Treatment Works Infrastructure. The intended Emergency Maintenance Work shall be undertaken for the period ending 30 June 2025. The Stellenbosch Municipality may at their discretion increase or decrease the frequency of Emergency Maintenance Work which will be communicated to the Contractor.

Details of these installations are listed in the table below. The legend below which refers to all wastewater treatment plants (5 in total) **must** be completed to indicate the scope of repairs for which the tenderer submit a bid.

**Wastewater Treatment Plants Legend**

| Type of Equipment | YES | NO |
|---|---|---|
| **All MCC** | | |
| **All VSD** | | |
| **PLC Specialist** | | |
| **All odour control units** | | |
| **All HVAC units** | | |
| **All Chlorine installations** | | |
| **All Telemetry installations** | | |

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

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

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

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

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

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

| Name | Function | |
|---|---|---|
| | Anoxic Zone Agitator 1 | |
| | Anoxic Zone Agitator 2 | |
| | Aerobic Zone Aerator 1 | |
| | Aerobic Zone Aerator 2 | |
| | Aerobic Zone Aerator 3 | |
| | Aerobic Zone Aerator 4 | |
| | Aerobic Zone Aerator 5 | |
| | Bridge Motor 1 | |
| | Bridge Motor 2 | |
| | Bridge Motor 3 | |
| | UV Dosing Unit 1 | |
| | UV Dosing Unit 2 | |
| | UV Dosing Unit 3 | |
| | UV Dosing Unit 4 | |
| | Secondary Wash Water Supply Pump | |
| | Self-Cleaning Filter 1 | |
| | Self-Cleaning Filter 2 | |
| | Chlorine Building Motive Water Centrifugal Pump - only allow place in MCC | |
| | Chlorine Building Extraction Fan 1 - only allow place in MCC | |
| | Chlorine Building Extraction Fan 2 - only allow place in MCC | |
| | WAS Sump Mixer | |
| | WAS Sump Pump 1 | |
| | WAS Sump Pump 2 | |
| | DAF Unit 1 Bridge Motor Scum Skimmer | |
| | DAF Unit 2 Bridge Motor Scum Skimmer | |
| | DAF Air Compressor 1 | |
| | DAF Air Compressor 2 | |
| | Clarified DAF Effluent Pump 1 | |
| | Clarified DAF Effluent Pump 2 | |
| | Dewatering Air Compressor 1 | |
| | Dewatering Air Compressor 2 | |
| | Air Dryer 1 | |
| | Air Dryer 2 | |
| | Thickened Sludge Pump 1 | |
| | Thickened Sludge Pump 2 | |
| | Aerobic Digestor Fixed Aerator 1 | |
| | Aerobic Digestor Fixed Aerator 2 | |
| | Aerobic Digestor Fixed Aerator 3 | |
| | Aerobic Digestor Fixed Aerator 4 | |
| | Aerobic Digestor Floating Aerator 1 | |
| | Aerobic Digestor Floating Aerator 2 | |
| | Aerobic Digestor De-Aeration Mixer | |
| | Polymer Dosing Pump 1 | |
| | Polymer Dosing Pump 2 | |
| | Polymer Dosing Pump 3 | |

| Name | Function | |
|---|---|---|
| | Polymer Preparation Unit 1 | |
| | Dehumidifier | |
| | Sludge Feed Pump 1 | |
| | Sludge Feed Pump 2 | |
| | Sludge Feed Pump 3 | |
| | Belt Press 1 Motor 1 | |
| | Belt Press 1 Motor 2 | |
| | Belt Press 2 Motor 1 | |
| | Belt Press 2 Motor 2 | |
| | Belt Press 3 Motor 1 | |
| | Belt Press 3 Motor 2 | |
| | Belt Press 1 Hydraulic Pack | |
| | Belt Press 2 Hydraulic Pack | |
| | Belt Press 3 Hydraulic Pack | |
| | Sludge Cake Screw Conveyor 1 | |
| | Sludge Cake Screw Conveyor 2 | |
| | Sludge Cake Pump 1 | |
| | Sludge Cake Pump 2 | |
| | Sludge Silo Screw Conveyor 1 | |
| | Sludge Silo Screw Conveyor 2 | |
| | Sludge Silo Screw Conveyor 3 | |
| | Dewatering Ventilation Fan 1 | |
| | Dewatering Ventilation Fan 2 | |
| | Dewatering Ventilation Fan 3 | |
| | Dewatering Ventilation Fan 4 | |
| | Supernatant Pump 1 | |
| | Supernatant Pump 2 | |
| | | |

**Mobile Pumps**

| Pump Name | Registration No | Model | Serial No | |
|---|---|---|---|---|
| Karloskar - 6" Diesel pump | | | | |
| Selwood B 80 - 4" Electric pump | CL 21653 | NB132 M2-4 | 502004 | |
| Gorman Rupp 4" Electric pump | | | | |
| Selfpriming Trash Pump | | TR 1002 HP1 | 50210409 | |
| GX 340 Honda 11 - Trash pump | | WT 40X | | |

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

## 2.4 Engineering Requirements

1. Design services and activity matrix

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

2. Employer's design

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

3. Design brief

   No design work will be required under this contract.

4. Design procedures

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

5. Preferential procurement procedures

   Tenders will be evaluated in terms of the Preferential Procurement Regulations 2017 which are bound into this document. Resource standards pertaining to targeted procurement.

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

6. Scope of mandatory subcontract works.

   Should any portion of the Works be subcontracted, this should be done in accordance with the subcontracting procedures described in section 2.1 – Employers Objectives. **THE PERCENTAGE OF SUBCONTRACTING MUST BE CLEARLY INDICATED.** The Contractor shall have substantial capacity and facilities to handle all the equipment listed in Part 2 Section 2.3: Equipment Description. Sub-contractors may be appointed for specialised activities, subject to the approval of the Employer. All services tendered on must be **ISO 9002** quality listed. Tenderers shall submit with tenders the details, names and addresses of all sub-Contractors whom they propose to employ for any work listed as activities to be performed. **By appointing a sub-Contractor, the Appointed Contractor shall not diminish his responsibility to the Department.** The Appointed Contractor shall be solely responsible for all work performed under this tender. Payment of these sub-Contractors will be the responsibility of the Appointed Contractor. **Rates will**

**be as tendered and NO MARK-UP on subcontracting work will be allowed (all necessary invoices to be provided).**

7 Quotations

For all work to be performed in terms of this contract a detailed quotation for the material/parts cost must be provided. **If instances where Stellenbosch Municipality is of the view that the sum charge for repairs and items are not market related Stellenbosch Municipality will requested further quotations from optional bidders in the same category,** which after approval by the Engineer, will be initiated by means of an official order. Only in an emergency at the specific request in writing to the Engineer, can this work be performed without the issuing of such an order.

All quotations shall be addressed to the official initiating the work and shall include all of the following:
The Contract/Tender Number
The quotation number
Scheme and Organisation for which the quotation is intended
Scope of work
Equipment costs
Material costs.
General costs (e.g. consumable, special products, etc.).

8 Works specifications

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

9 Applicable SANS standards for the execution of the works.

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

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

10 Plant, materials and equipment

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

11 Treatment of existing services

The contractor shall familiarise themselves with all existing services and liaise with all relevant authorities for the location and detection of existing

services. The contractor shall also use all necessary means to locate and expose services without damage to such services, should it be necessary.

12 Damage to services

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

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

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

14 Service and facilities provided by the employer

15 Source of Water Supply

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

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

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

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

16 Source of Power Supply

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

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

17 Location of Services and Materials Storage Area

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

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

The areas indicated shall include the following:

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

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

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

**a. <u>Facilities provided by the contractor</u>**

1. Site Office

No Site offices will be required under this Contract

2. Sanitary Facilities

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

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

3. Other facilities and services

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

4. Vehicles and equipment

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

5. Advertising rights

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

6. Site usage

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

7. Site establishment

No site establishment will be required under this Contract.

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

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

9. Inspection of adjoining properties

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

**b. <u>Minimum employment conditions for the works</u>**

1. General

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

2. Employment contracts

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

**c. <u>Management</u>**

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

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

**2.** Works not to Interfere

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

3. Planning and Programming

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

(a) clearly identify all the major maintenance activities that may have a significant impact on the day-to-day operations; and

(b) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract; and

4. Sequence of the works

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

5. Synergy with electrical or mechanical contractor

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

6. Permits

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

# 3 MAINTENANCE

PSC 1 SCOPE

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

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

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

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

**PSC 2 MAINTENANCE REQUIREMENTS**

"Local Content is applicable to this tender and will be implemented and evaluated with each individual request as the thresholds cannot be determined at this stage."
Electrical and telecommunication cables are items pertaining to this scope that should comply with 90% local content

PSC 2.1 Contractor's Responsibilities

The Contractor shall be required to perform Emergency maintenance at existing Installations for the period ending 30 June 2025. The frequency of Emergency maintenance requirements will be earned out in accordance with the Employers written requests.

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

As part of repairs or replacement of each installation. the Contractor shall submit a set of Operating and Maintenance Manuals where applicable. The Contractor shall ensure that the operating and maintenance personnel

are conversant with the instructions as presented in the Operating and Maintenance Manuals.

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

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

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

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

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

## PSC 2.2 Definitions of Maintenance Requirements

Breakdown maintenance

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

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

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

1. perform the work on receipt of an order from the Employer, within the time
offered,

2. notify the Employer well in advance of completion of the repair work in order to enable inspection, and

3. refrain from claiming additional establishment costs for such work.

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

## PSC 2.5 Supply of labour, Equipment and Materials

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

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

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

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

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

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

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

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

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

**PSC 2.6 Identification of Equipment**

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

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

PSC 3 COMMUNICATION

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

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

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

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

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

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

PSC 4 PERFORMANCE MEASUREMENT

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

PSC 4.1 Maximum Maintenance Down-Time

After a complaint has been logged and forwarded to the Contractor the Contractor shall be expected to minimise the maintenance down-time until the system component is fully operational to the satisfaction of the Employer. Should the Contractor not respond within the maximum down-time, the Employer may arrange, at the cost of the Contractor for the necessary repair work to be done by others.

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

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

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

1. the maximum down time is unreasonable in relation to the scope of the repair work required;

2. the delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the Contractor to successfully complete the repair work within the maximum breakdown down-time allowed.

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

| REQUIRED MAINTENANCE | MAXIMUM DOWN-TIME ALLOWED | PAYMENT REDUCTION IF EXCEEDED |
|---|---|---|
| Response time | 6 hours | R500/hour |
| Breakdown repair | 1 day | R2000/day |

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

PSC 4.2 Score-Card

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

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

PSC 4.2.1 Performance indicators:

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

Stellenbosch Municipality require the general information in respect of the different categories to be completed that will aid in the evaluation of respective bidders. The information is not part of the qualification criteria but will be used to get an idea repair/s that may be outsourced. It is therefore important that the sub-contracting documentation is completed with the relevant percentage (%) applicable. This is important when claiming BBBEE points. The service provider OR their subcontractor(s) must met the requirements as stipulated for each category

| ITEM | INFORMATION ITEM CATEGORY A: PLC and SCADA rates | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 1 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY B: CHLORINE INSTALLION RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 1 | Is repairing and inspecting Chlorine installations your company's core competency? | | | |
| 2 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY C: TELEMETRY INSTALLATION RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 1 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY D: ELECTRICAL FENCING INSTATTION RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 1 | Is repairing and inspecting electrical fencing installations your company's core competency? | | | |
| 2 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY E: REFRIGERATION AND HVAC RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 1 | Is repairing and inspecting Chlorine installations your company's core competency? | | | |
| 2 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY F: MCC FAULT FINDING AND ELECTRICAL REPAIR RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| ITEM | INFORMATION ITEM CATEGORY G: INFRARED MCC SCANNING RATES | PLEASE INSERT YES/NO/Years | | |
| | | YES | NO | Years |
| 1 | Will any of the work be outsourced? | | | |

| ITEM | INFORMATION ITEM CATEGORY H: All PROCESS MONITORING EQUIPMENT (flow meters, ORP, DO, pH, etc.) RATES | PLEASE INSERT YES/NO/Years | | |
|---|---|---|---|---|
| | | YES | NO | Years |
| 3 | Will any of the work be outsourced? | | | |

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1. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices to the Employer For the work described under each item. Such prices shall cover all costs and expenses that may be required in and for the construction and installation of the work described and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.

2. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not an item against which no price is entered will be considered to have a price or rate of R0,00.

3. Where an item has been provided for the tenderer to price any further work considered necessary by the tenderer, the tenderer must provide full details of what has been allowed for under that item(s). Where such item(s) are not priced, it will be held that rates supplied for each of the priced items adequately cover the cost of carrying out the required work.

## PSC 1 MEASUREMENT AND PAYMENT

### PSC 1.1 Call-out charge in response to a breakdown

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

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

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

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

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1. perform the work on receipt of an order from the Employer, within the time offered,

2. notify the Employer well in advance of completion of the repair work in order to enable inspection, and

3. refrain from claiming additional establishment costs for such work.

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

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

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

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

| REQUIRED MAINTENANCE | MAXIMUM DOWN-TIME ALLOWED | PAYMENT REDUCTION IF EXCEEDED |
|---|---|---|
| Response time | 6 hours | R500/hour |
| Breakdown repair | 1 day | R2000/day |

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

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

## Special conditions of contract

Settlement of Disputes

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

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

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

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

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

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

### Arbitration

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

**The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance**

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

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**Management Act and other relevant Municipal Legislation, and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).**

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

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

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

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## 18. PRE-QUALIFICATION SCORE SHEET

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

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

**REQUIREMENT**

A prerequisite for being a responsive tender is that the service provider must have workshop facilities within the **Western Cape area**. Contactable References must be provided. Bidders who are **OEM agents** and are outside of Western Cape area must provide proof and letter should not be older than 12 months at time of tender in order to be responsive. **Due to the diverse of equipment further information are required as per section 10 "information required"**

In order to be considered for an appointment in terms of this bid, both the service provider OR their subcontractor must be registered with the CIDB (same if service provider want to outsource a category, they both need to have the CIDB grading for the category). Proof of registration must be appended to Schedule 9.

Attached is the CIDB grading and upper level of each grading

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

| EM No | Pre-Qualification Criteria | COMPLY | | | |
|---|---|---|---|---|---|
| | | Yes | No | Years | Proof attached. |
| 1. | CIDB registration of 1EE,1EB, 1EP, SQ or higher is applicable to different categories. | | | | |
| 2 | **Category A: HMI, PLC and SCADA** experience of at least five (5) years on maintenance and installation of Schneider system within a wastewater treatment plant with necessary staff experience and qualifications as required per category A. 3 Contactable reference must be provided. No | | | | |

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

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|---|---|---|---|---|---|
| **9** | **Category H: All Process monitoring equipment (flow meters, ORP, DO, pH, etc),** Service provider have 3 years' experience in HMI, PLC and Instrumentation set-up and installation of HACH and Endress Hauser process monitoring equipment. Names of 3 contactable references. N6 Qualification in relevant field (Electrical/Electronic Engineering or software related mid-level programming). No CIDB grading applicable to this category**.** | | | | |
| **10.** | Bidders should have in their employment (proof) qualified artisans such as fitters and electricians with at least five (5) years' relevant experience. Proof in the form of trade certificates from SETA or Department of Manpower, must be attached to tender document. Bidders must be able to issue a Certificate of Compliance on work completed. Electricians must be registered at the Department of Labour as an Electrical Contractor. (**Proof of registration must accompany this bid document)**. Competence of Key Personnel: At least 1 qualified Technician and 1 certified Artisan<br>Artisan staff shall be in the possession of the qualifications appropriate to the skills required for the activities listed. Technicians shall be at least Diploma Technicians. Tenders (where applicable) must be able to issue an Electrical Certificate of Compliance on works completed. Electricians must be registered with the Electrical Contractors Board/Association (ECB) or ECA and proof of this effect must be submitted. | | | | |
| **11.** | Bidders must have a fully equipped workshop in the Western Cape to do the necessary repairs on electrical equipment and other installations as per scope equipment. As per Minimum workshop requirement list **(Annexure A)**. Bidder to have proof of lease agreement in the Bidder's name **(Workshops will be visited to verify this.)** | | | | |
| **12.** | Premises and vehicles must comply to Municipal OHS regulations. A safety inspection will be conducted by the Municipal Risk Manager. Cost to comply will be for the account of the company. | | | | |

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|---|---|---|---|---|---|
| **13.** | Bidders must have their own or lease crane truck for removal and installation of equipment when needed. **Proof to be submitted of ownership or lease agreement.** | | | | |
| **14.** | Fully equipped service vehicle with tools for field service (LDV / Truck) registered in the name of the company. Vehicle registration papers submitted for confirmation. | | | | |
| **15.** | Bidders must have completed a similar maintenance contract of at least 12 months successfully. Proof and references must be attached. Bidders are required to complete **Schedule 4,** Part T2 Returnable Documents | | | | |
| **16.** | Organogram of all staff to be employed on the Contract, including for sub-contractors, cross-referenced to corresponding CVs. (CV's of personnel working on this project will be required and must be attached). | | | | |

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

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## 19. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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## 20. SCHEDULE OF SUBCONTRACTORS

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

| SUBCONTRACTORS | | | | |
|---|---|---|---|---|
| **Category / Type** | **Subcontractor Name; Address; Contact Person; Tel. No.** | | **Items of work (pay items) to be undertaken by the Subcontractor** | **Estimated cost of Work (Rand)** |
| 1. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 2. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 3. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 4. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 5. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| Number of sheets appended by the tenderer to this schedule *(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.

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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

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

Attach additional pages if mores space is required.

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

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## 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 | | | | |
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| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |

Attach additional pages if mores space is required.

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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## 23. CERTIFICATE OF REGISTRATION WITH CIDB

**CIDB Contractor Registration Certificate**

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

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

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

| | | | |
|---|---|---|---|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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## 24. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

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

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

### 1. OFFER

1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM**: **74/22**

1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

| **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:** | |
|---|---|
| In figures: | **Rate Based tender** |
| In words: | **N/A** |
| | |

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

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

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## 2. ACCEPTANCE

2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

## 25. PRICING SCHEDULE

**NOTE:**

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

I / We _____

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

of the firm _____

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

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

**Please note the following:**

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.

2. Only firm prices will be accepted and non-firm prices will not be considered.

3. Bidders can make an offer on all or any of the categories. Stellenbosch Municipality will appoint 2 or 3 suppliers per category. Supplier 2 and 3 will only be used if the preferred bidder cannot perform, and alternative suppliers amounts are market related.

4. Bids will be evaluated on the Average rate price over the 3 years.

**BILL OF QUANTITIES**

This is a rate based tender and local content is applicable to this tender. As die exact amount cannot be determine, the successful bidder must complete the Annexure C each time when a project has been identified.

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

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

**CATEGORY A**
**A: PLC and SCADA rates**

**The following requirements are applicable to PLC -Schneider and SCADA – Adroit:** In order to be declared responsive, the tenderer must have the following key personnel at the close of tender. Alternatively, a signed undertaking from a specialist sub-contractor or consultant having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer.
**The curriculum vitae of all key personnel (including consultants and sub-contractors), must be submitted with the tender submission *(please note no mark-up on subcontracting rates).***

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

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

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

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

**NETWORKING INSTALLATION AND SET UP**

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

**NETWORKING ONSITE TRAINING**

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

**SCADA SETUP AND IMPLEMENTATION**

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

**SCADA ONSITE TRAINING**

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

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

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| 1 | (i) PLC/Software programmer Technician | hour | 1 | | | | |
| 2 | (ii) SCADA Specialist | hour | 1 | | | | |
| 3 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |
| 4 | Sunday& Public Holiday Overtime | hour | 2.0 | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | factor | | | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive VAT | | | | | | |

**CATEGORY B**
**B: Chlorine Installations rates**

1.1.2 Minor Service to consist of the following:
Periodic Cleaning to remove contaminants and deposits brought to the vacuum regulator(s) and control unit(s) by the gas flow and to the injector(s).
In this service o-rings have to be removed and replaced, small components like the Injector Throat and Tailway etc. have to be cleaned on every six monthly service.
This service includes but does not limit:
a) Cleaning Vacuum Regulator
b) Cleaning Rota-meter
c) Cleaning Injector Throat and Tail-way

**The following equipment must be maintained or replaced:**
Evaporator /Liquid trap & Gas manifold
Vacuum Regulator
Pressure gauge
Chlorinator
Injector
Gas leakage detector
Scale
Alarm or siren
Wind sock
Shower

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (h) Technician | hour | 1 | | | | |
| 2 | (ii) support personnel | hour | 1 | | | | |
| 3 | Week day overtime, incl. Saturday factor | 1.5 | | | | | |
| 4 | Sunday& Public Holiday Overtime | 2.0 | | | | | |

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | factor | | | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive VAT | | | | | | |

**CATEGORY C**
**C: Telemetry Installations rates**

**The following apply to telemetry installations. Currently the preferred service provider must be able to do maintenance on all installed systems**.
Stellenbosch Municipality have existing SSE telemetry infrastructure (RTU) which must be maintained. There is also an open-source system with DNP3 and MicroDef which uses separate radio and RTU. All replacements to be similar that can be integrated with current systems

**TELEMETRY INSTALLATION AND SETUP**
The requirement for telemetry installation will be a minimum of a technician with a N6 course qualification or National diploma in Electrical or Mechatronics Engineering or equivalent Communications related qualification.
The individual shall have at least 5 years post qualification experience. The programmer must have a laptop with the latest licensed software for the product on offer where applicable.

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

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (i) Technician | hour | 1 | | | | |
| 2 | (ii) support personnel | hour | 1 | | | | |
| 3 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| 4 | Sunday& Public Holiday Overtime factor | hour | 2.0 | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive after VAT | | | | | | |

**CATEGORY D**
**D: Electrical Fencing Installations rates**

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (i) Technician | hour | 1 | | | | |
| 2 | (ii) support personnel | hour | 1 | | | | |
| 3 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |
| 4 | Sunday& Public Holiday Overtime factor | hour | 2.0 | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive after VAT | | | | | | |

**CATEGORY E**
**E: Refrigeration and HVAC**

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (i) Technician | hour | 1 | | | | |

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| 2 | (ii) Support personnel | hour | 1 | | | | |
| 3 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |
| 4 | Sunday& Public Holiday Overtime factor | hour | 2.0 | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive after VAT | | | | | | |

**CATEGORY F**
**F: MCC fault finding and electrical repairs**

**TABLE A:**

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (ii) Electrical Technician | hour | 1 | | | | |
| 2 | (ii) Electrician | hour | 1 | | | | |
| 3 | (i) Support personnel | hour | 1 | | | | |
| 4 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |
| 5 | Sunday & Public Holiday Overtime factor | hour | 2.0 | | | | |
| 5 | Amount before VAT | | | | | | |
| 6 | 15% VAT | | | | | | |
| 7 | Total inclusive after VAT | | | | | | |

**TABLE B: MATERIAL & SPARES**

| ITEM | % MARK-UP (inclusive of VAT) | ESTIMATED MATERIAL AND SPARES COST | YEAR 1 Mark -up | YEAR 2 Mark -up | YEAR 3 Mark-up | Average % mark and price up over the 3 financial years |
|---|---|---|---|---|---|---|
| Material and spares | | **R 1 2500 000** | **%** | **%** | **%** | **%** |
| Cost of Material and Spares before Mark up | | | **R 1 250 000** | **1 250 000** | **1 250 000** | |
| **TOTAL MATERIAL & SPARES after Mark up (VAT inclusive)** | | | **R** | **R** | **R** | **R……..** |

**NB: PROOF OF MATERIALS PURCHASED MUST BE SUBMITTED**

| ITEM | Rate year 1: until July 2023 | Rate year 2: July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|
| TABLE A (Total inclusive after VAT) line 7 | | | | |
| TABLE B (TOTAL MATERIAL & SPARES after Mark up (VAT inclusive) | | | | |
| TOTAL A+B (after VAT) | | | | |

**CATEGORY G**
**G: Infrared MCC scanning**

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | AVERAGE Price over the 3 financial years |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | (ii) Technician | hour | 1 | | | | |
| 2 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | AVERAGE Price over the 3 financial years |
|---|---|---|---|---|---|---|---|
| 3 | Sunday & Public Holiday Overtime factor | hour | 2.0 | | | | |
| 4 | Amount before VAT | | | | | | |
| 5 | 15% VAT | | | | | | |
| 6 | Total inclusive after VAT | | | | | | |

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

**Dissolved Oxygen (Hach brand)**
**Meter Maintenance Service**
Sensor cleaning: 90 days or depending on conditions
Sensor and sensor cap inspection: 90 days
Sensor cap replacement: once every 2 years
Calibration: per regulatory agency schedule

**Ultrasonic (open channel flow measurement – Andress Hauser brand)**
Calibration: Independent adjustments for zero and span (annually or when required)

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

**Mass flow meter** (Andress Hauser)
**Suspended Solids Meter**
HACH, verification of calibration for the sensor shall be by StabCal

**Pressure gauges and switches**

**Temperature sensors**

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

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

| ITEM No | Short Description | Unit | Quantity | Rate year 1: until July 2023 | Rate year 2: 1July 2023 until June 2024 | Rate year 3: July 2024 until June 2025 | Average rate over the 3 financial years |
|---|---|---|---|---|---|---|---|
| 1 | (ii) Technician | hour | 1 | | | | |
| 2 | Week day overtime, incl. Saturday factor | hour | 1.5 | | | | |
| 3 | Sunday & Public Holiday Overtime factor | hour | 2.0 | | | | |
| 4 | Amount before VAT | | | | | | |
| 5 | 15% VAT | | | | | | |
| 6 | Total inclusive after VAT | | | | | | |

## 26. DECLARATION BY TENDERER

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

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

_____

_____

_____

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

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

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

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

the dti
Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

Private Bag X84, PRETORIA, 0001, **the dti** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
**the dti** Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

# 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.

**<u>Table A. Exempted Imported Content</u>**

**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.