

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 24/24 DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF HIGH VOLTAGE (66KV) CIRCUIT BREAKERS AND 66KV CONTROL PANELS AT PRIMARY SUBSTATIONS

TENDER NUMBER: **B/SM 24/24**
DESCRIPTION: **DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF HIGH VOLTAGE (66KV) CIRCUIT BREAKERS AND 66KV CONTROL PANELS AT PRIMARY SUBSTATIONS**
CLOSING DATE: **04 December 2023**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.**
CIDB : The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 5EP or higher on both sections (Section A & Section B).**

INFORMATION:

Tender Specifications: Lourens de Lange at 021 808 8302 e-mail: Lourens.delange@stellenbosch.gov.za

SCM Requirements: Renae Bergstedt at 021 808 8588: e-mail: renae.bergstedt@stellenbosch.gov.za

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

A Compulsory Clarification Meeting will be held on 10 November 2023 at 10:00 at the Electrical Offices, Beltana Complex, Helshoogte Road, Stellenbosch. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant. In the event of a Joint Venture, one of each company must attend the site meeting

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 24/24 DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF HIGH VOLTAGE (66KV) CIRCUIT BREAKERS AND 66KV CONTROL PANELS AT PRIMARY SUBSTATIONS**” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R 374.50 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM: 24/24 ONTWERP, VERVAARDIGING, VOORSIENING, AFLEWERING EN INSTALLASIE VAN HOOGSPANNING (66 kV) STROOMBREKERS EN BEHEERPANELE IN PRIMÊRE SUBSTASIES VIR STELLENBOSCH MUNISIPALITEIT

TENDER NOMMER: **B/SM 24/24**

BESKRYWING: **ONTWERP, VERVAARDIGING, VOORSIENING, AFLEWERING EN INSTALLASIE VAN HOOGSPANNING (66 kV) STROOMBREKERS EN BEHEERPANELE IN PRIMÊRE SUBSTASIES VIR STELLENBOSCH MUNISIPALITEIT**

SLUITINGSDATUM: **04 Desember 2023**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n geskatte KIOR kontrakteurgradering van ten minste 5EPof hoër hê op beide afdelings (Afdeling A & Afdeling B).

NAVRAE:

Tender spesifikasies: Lourens de Lange by 021 8088302: e-pos: Lourens.delange@stellenbosch.gov.za

Vkb vereistes: Renae Bergstedt by 021 808 8588 e-pos: renae.bergstedt@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte inligtingsessie sal gehou word op datum op **10 November 2023 om 10h00 by Elektriese Kantore, Beltana-kompleks, Helshoogteveg, Stellenbosch**. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. In die geval van 'n gesamentlike onderneming, moet een van elke maatskappy die terreinvergadering bywoon.

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

Verseëde tenders duidelik gemerk: **"B/SM: 24/24: ONTWERP, VERVAARDIGING, VOORSIENING, AFLEWERING EN INSTALLASIE VAN HOOGSPANNING (66 kV) STROOMBREKERS EN BEHEERPANELE IN PRIMÊRE SUBSTASIES VIR STELLENBOSCH MUNISIPALITEIT"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie..

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

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

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

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

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnemefooi van **R 374.50 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 24/24

DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF HIGH VOLTAGE (66KV) CIRCUIT BREAKERS AND 66KV CONTROL PANELS AT PRIMARY SUBSTATIONS

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 93):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

November 2023

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Lourens de Lange
**Manager: Operations and
Maintenance Electrical
Services**

Tel. Number: **021 808 8302**



1. TENDER NOTICE & INVITATION TO TENDER

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Ligging: Stellenbosch Municipality
Plein street
Stellenbosch
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G Mettler (Ms)
MUNICIPAL MANAGER



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

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	24/24	CLOSING DATE:	04 December 2023	CLOSING TIME:	12H00
DESCRIPTION	DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF HIGH VOLTAGE (66KV) CIRCUIT BREAKERS AND 66KV CONTROL PANELS AT PRIMARY SUBSTATIONS				
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	Finance	CONTACT PERSON	Lourens de Lange
CONTACT PERSON	Renae Bergstedt	TELEPHONE NUMBER	021 808 8302
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Lourens.delange@stellenbosch.gov.za
E-MAIL ADDRESS	Renae.Bergstedt@stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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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STELLENBOSCH
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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? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	



3. CLARIFICATION MEETING CERTIFICATE

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. STANDARD CONDITIONS OF TENDER (CIDB)

F.1 General

F.1.1 Actions

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

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

Note

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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



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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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



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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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



F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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



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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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



F.2.16 Tender offer validity

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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



F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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



Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement



of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where:

P_s = Points scored for price of bid under consideration;

P_t = Price of bid under consideration; and

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



- 1) (a)(1) A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - (ii) Promotion of enterprises located in the municipal area (WCO24)
- 2) Regarding par 1(a)(1)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

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

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

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

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



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

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

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

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

Where:

- P_s = Points scored for price of bid under consideration;
 P_t = Price of bid under consideration; and
 P_{min} = Price of lowest acceptable bid.

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

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

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



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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where:

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

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

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

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

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

F.3.11.8 Scoring preferences

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



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

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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



F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

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

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

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

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

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



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

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

Inclusion in contract with consultants

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				

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

NB:

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, BBBEE and Locality (must not exceed 100)	100

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

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

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

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

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

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

90/10

Where

P_{min} = Price of lowest acceptable bid

4.3 POINTS AWARDED FOR PRICE

90/10

Where

P_{max} = Price of highest acceptable bid

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

(b) Promotion of enterprises located in the municipal area (WCO24)

5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBEE scorecard as follows.



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

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

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

6. BID DECLARATION

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

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

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



(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

.....

.....

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....



9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –



- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

NB!

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

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



3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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

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

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

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

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

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



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

5. CERTIFICATION

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

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

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



12. 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

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.



affiliated with the bidder, who:

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

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

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



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15. 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:	



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

Design, manufacture, supply, delivery, and installation of high voltage (66kV) circuit breakers and 66kV control panels at Primary Substations.

1 INTRODUCTION

This tender provides for the design, manufacture, testing, supply, delivery, installations, and commissioning of 66kV outdoor circuit breaker, as well as the accompanied 66/11kV Transformer control panels as specified in this tender document. The Electrical Department of Stellenbosch Municipality is planning to replace seven (7) 66kV circuit breakers at two primary substations and three (3) Transformer control panels each at the Devon Valley (Main) and University 66/11kV substations respectively.

2 BACKGROUND

The Electrical Department is in the process of replacing/upgrading the 66kV equipment at the above-mentioned substations as the existing equipment has reached the end of its life cycle. The new equipment is needed for the planned own load shedding of the network. Also, to ensure stability and quality of electricity supply and service delivery and accommodate the load growth of the customers of Stellenbosch area.

3 SCOPE

This tender provides for the specification of design, manufacture, testing, supply, delivery, installations, and commissioning of new outdoor SULFUR HEXAFLUORIDE (SF₆) 66kV outdoor circuit breaker completes with steel structure and associated equipment at Main and University substation. This includes the relevant controlling panels as well.

Section A

This section of the tender includes modifications as required in the existing 66 kV outdoor substations as needed to accommodate the new outdoor circuit breakers. Due to space constraints at Main Substation, the existing supporting structures must be inspected and evaluated to use as support for the new circuit breakers. (Six (6) circuit breakers)

It includes the decommissioning and removing of the old existing 66kV outdoor circuit breakers and return all old equipment to the Municipal stores at Beltana.

The excavation and installation of new foundation plinths if needed for the new circuit breakers.

At University substation, One (1) 66kV circuit breaker with steel support structure must be replaced.

Section B

This section of this tender includes the design, manufacture, testing, supply, delivery, installations, and commissioning of new 66 kV control panels for the three (3) 15 MVA 66/11kV transformers with protection and controlling relays at University Substation. Secondly the design, manufacture, testing, supply, delivery, installations, and commissioning of new 66 kV control panels for the three (3) 7,5 MVA 66/11kV



transformers with protection and controlling relays at Main (Devon Valley) substation. It includes the decommissioning and removing of the old existing control panels and return all old equipment to the Municipal stores at Beltana.

Important Note:

Tenderers can choose to tender for section A or section B individually. A Tenderer may tender for both sections if he/she meet the criteria for both sections.

The pricing schedules of each section must be completed in full if only one section is chosen.

The section not being tendered for must be clearly marked "NO TENDER OFFER".

4 SPECIAL CONDITIONS OF TENDER

4.1 Clarification meeting

A compulsory site meeting shall be attended at the Electrical Offices, Beltana, and Helshoogte road on 10 November 2023 at 10h00.

A compulsory clarification must be attended at the abovementioned offices and the following site inspection at University Substation where the existing 66kV circuit breaker and control panels are to be replaced.

The Tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Should a Tenderer or his representative do not attend the site inspections; his tender offer will be disqualified.

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

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

The Council reserves the right to accept all, some or none of the tenders submitted – either wholly or in part – and it is not obligated to accept the

The Municipality will not be bound to consider alternative offers.

The tenderer can select to tender for Section A or Section B or tender for both sections of this tender.

4.2 Sub-contractor

Tenderers shall indicate if any sub-contractors will be appointed for this contract. All relevant information for the sub-contractor shall be included in the tender. Subcontractors must also adhere to the pre-requirements as per 4.7 below.



4.3 Local Labour

It is required that local labour to be appointed by the successful tenderer for all unskilled labour tasks and when needed. The component for unskilled labour in relation to the staff requirements shall be 100%

4.4 Electronic copy of documents

A copy of the completed returnable documents in pdf electronic file format may be included on suitable flash drive, clearly marked with tender number and Tenderer initials with tender.

4.5 Acceptance of tender

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

4.6 Project insurance

Note: The extent of insurance to be provided by the Municipality will not for the full cover required in terms of the conditions of contract identified in the contract data.

- 4.6.1 A minimum of R 20 000 000 (20 million) third party insurance provided by the Tenderer must remain in full force for the duration of this project. It will be required that evidence of this insurance must be submitted by the successful Tenderer within 14 days after official appointment.

4.7 Preliminary Qualifications

All tenders received will be assessed in terms of the specification and the requirements of this tender document as well as the Supply Chain Management Regulations, and the Stellenbosch Municipality Supply Chain Management Policy and if found to be non-complaint will not be evaluated. Section A and Section B will be evaluated separately and will be awarded on 80/20 _____ to the tenderer with the highest point.

4.7.1 Support documentation

Complete supporting specifications and design of panels, drawings and schematic diagrams of equipment offered shall be submitted with this tender. All relevant documentation which the Tenderer deemed necessary must be submitted with this tender. Supporting documentation of the tender must be attached at the back of this document.

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



4.7.3 Quality assurance

4.7.3.1 The Tenderer must be the OEM (Original Equipment Manufacturer), an accredited distributor with the OEM or an appointed agent. The Tenderer must submit proof in form of a letter from the OEM as well as proof of after sales support with the tender submission.

4.7.3.2 Accreditation to SABS / ISO 9001 – 2008 or 2015 or equal international authority.

Tenders must submit proof for at least the manufacturing component of active accreditation with the relevant authorities.

4.7.4 Evidence of key personnel experience of Tenderers for this tender

Note: *Include brief CVs of staff experience and copies of relevant qualifications that will be operational on site for the duration of the contract. Failure to include this list may prejudice the Tenderer as being submitted by an insufficiently equipped Tenderer and it will be rejected for such cause.*

4.7.4.1 The Tenderer must include satisfactory evidence of actual experience in the class of work being tendered for in this tender. A minimum of 3 years of relevant experience of key personnel who will be assigned to this project is required for this tender.

4.7.4.2 Section A: Relevant experience will be the delivery, supply, installation, and commissioning of 66kV circuit breakers.

4.7.4.3 Section B: Relevant experience will be the delivery, supply, installation, and commissioning of 66kV control and supervisory panels for 66kV circuit breakers.

Note: *Please mark schedule of experience for completed contracts clearly if for Section A or Section B.*

4.7.4.4 Please attach separate schedule in the format below with the returnable documents. Proof of Contactable References is required, as indicated below, and must accompany each proposal.

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



4.7.4.5 Authorized person / Responsible person certificate

The successful Tenderer / Sub-contractor must have a duly authorized / responsible person in terms of the NRS 040 and the Stellenbosch network regulations for work in live substations on site while any work is in progress in the substations. Proof of such person with a valid OHVRS certification in the employ of the Tenderer / Sub-contractor for the duration of the project shall be submitted with the tender.

4.7.5 Test equipment

Copies of calibration certificates of the test equipment to be used for both sections A and B must be included in the tender returnable documents.

4.7.6 Tenderer / Sub-contractor experience and qualifications

The experience and qualifications of any sub-contractor key personnel must be submitted in the same format as the tenderer and must comply to the tender requirements.

4.7.7 Company profile and established nature:

Tenderers must submit proof of company profile and registration to indicate established nature of the company. Only Tenders experienced for projects as specified on Section A and Section B will be considered.

4.7.8 Plant and equipment available for supply and installation

A list of relevant major items of plant and equipment which the Tenderer and/or Sub-contractor have immediately available, and which will be acquired for use in this contract should their tender is successful. Failure to include this list will prejudice a tender offer as being submitted by an insufficiently equipped Tenderer and it will be rejected for such cause.

4.7.9 CIDB grading

In terms of this tender requirements, both the Tenderers or their Sub-contractor must be registered with the CIDB levels specified in this tender under 4.7.9.1 and or 4.7.9.2 must be able to be registered. Both the Tenderer and their Sub-contractor must be registered for the EP category.

4.7.9.1 Section A 66kV circuit breakers: - CIDB level 5EP or higher,

4.7.9.2 Section B: 66kV control panels: - CIDB level 5EP or higher,



5 Special conditions of contract

5.1. Mitigation Measures

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

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

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

5.2 Settlement and disputes

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

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

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

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

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



5.3 Arbitration

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

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

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

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

6 Unbundling of Municipal Infrastructure Assets

The unbundling or componentization of the Property, Plant and Equipment (PPE) assets is required to update the Fixed Asset Register (FAR) as well as for effective asset maintenance and provision of services. The FAR will annually be updated for all assets and components. All new assets to be recorded on the FAR would there for have to be unbundled into its constituent components and all components be recorded on the FAR under the parent asset. The unbundling of primary assets into secondary components will be to a level that is sufficient for GRAP 17 compliance. Generally, the componentization of the PPE assets will be based on the component value, type of component (civil, electrical & mechanical) as well as anticipated lifespan of the component.

The unbundling of projects may only commence once the project is complete, all cost is known, including retention fees, and the following documents are available:

- Final bill of quantities.
- As built plans.
- Completion certificate; and
- Final payment certificate.

All capital expenditure per project or per capital suspense must be verified in order to ensure that the total expenditure on a project is included, that is professional fees, actual cost, retention fees and all other relevant expenditure.

Once the final cost is determined, then the unbundling of the project commences. The total project cost should be broken down to a component level.

The following information should be provided for each component of the capital asset once the project has been unbundled:

- Asset description.
- Original cost.



- Capital suspense account.
- WIP Asset code.
- Expected useful life.
- Acquisition date (Equal to the date of last expenditure, except retention).
- Start depreciation date.
- Asset Class as per Asset hierarchy

All unbundled capital assets must be captured spatially by geo referencing it in ESRI or ArcMap or a compatible spatial program.

In doing so the replaced or upgraded capital assets must be identified.

When a replacement or upgrade is identified, the following information must be provided, the asset code, the portion in units that is replaced or in the case of a complete replacement an indication to this extend.

The GIS layer for as-built plans must be updated independently for the capital asset register layer. All information must be made available in electronic format to the Asset and IT section.

Find below list of generic components per asset type is listed below for ELECTRICITY, but additional/ special components would however also have to be considered when unbundling assets.

NB FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS THE BID WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE DISQUALIFIED.

OTHER STRUCTURES (INFRASTRUCTURE ASSETS)

ELECTRICITY	USEFUL LIFE IN YEARS		
	MIN		MAX
Cooling towers	25		0
Mains	15		20
Meters			
Prepaid	10		20
Credit	20		25
Power stations			
Coal	50		60
Gas	50		60
Hydro	50		60
Nuclear	50		60



ELECTRICITY	USEFUL LIFE IN YEARS		
	MIN		MAX
Supply/reticulation	15		25
Transformers	25		50
Lines			
Underground	25		45
Overhead	20		30
Cables	25		45
Substations			
Switchgear	20		30
Equipment			
Outdoor	20		30
GIS	15		30
Indoor	30		40
Electrical panels	3		
Telemetry	7		15

7 Health and safety requirements

- 7.1 The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
- 7.2 All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
- 7.3 The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
- 7.4 The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
- 7.5 Discipline in the interests of occupational health and safety shall be strictly enforced.



- 7.6 Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
- 7.7 Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
- 7.8 No substandard equipment/machinery/articles or substances shall be used on the site.
- 7.9 All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
- 7.10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
- 7.11 No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
- 7.12 No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
- 7.13 Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

7.14 Health and Safety template:

AGREEMENT MADE AND ENTERED INTO BETWEEN STELLENBOSCH
MUNICIPALITY (HEREINAFTER CALLED THE "CLIENT") AND

(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT,
ACT No. 85 OF 1993 AS AMENDED.**

I, _____ representing
_____ as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.



I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at _____ on the _____ day of _____ 20 _____

Witness: _____ Mandatary _____

Signed at _____ on the _____ day of _____ 20 _____

Witness for and on behalf of Stellenbosch Municipality

8 Section A:

Technical specification for the delivery, supply and installation and commissioning of the 66kV circuit breakers and accessories.

8.1 University and Main Substations description and conditions

The University and Main Substation has three 66 kV feeder cables and three 15MVA 66/11kV and three 7,5 MVA transformers respectively. Both substations use a common 66kV busbar. This substation is situated on the corner of Joubert and Hammandshand roads, and Vredendal road Stellenbosch.

The project described in this tender is for the decommissioning, disconnection, removal of one (1) existing 66 kV Reyrolle OSM 10 circuit breaker and aluminium conductor connections to the transformer bushings and associated isolator links to the 66kV bus bar. The old Reyrolle OSM 10 circuit breaker must be removed and delivered to the asset stores at the Municipal depot, Beltana, Helshoogte road, Stellenbosch.



8.2 Main substation

Main Substation has three 66 kV feeder cables and three 7.5 MVA 66/11kV transformers connected to a common 66kV busbar. This substation is situated in Vredenburg road, Stellenbosch.

The project described in this tender is for the decommissioning, disconnection, removal of six (6) existing 66 kV AEG circuit breakers and aluminium conductor connections to the transformer bushings and associated isolator links to the 66kV bus bar. The old circuit breakers must be removed and delivered to the asset stores at the Municipal depot, Beltana, Helshoogte road, Stellenbosch.

8.3 System information for University and Mian substations

Description	Ratings
System nominal voltage HV	66 kV
System nominal voltage MV	11 kV
System nominal voltage LV	415/230 V
Substation battery voltage	110 V DC
Neutral earthing	Star point solid earthed
Frequency & phases	50 HZ & 3 phase
Phase rotation	Standard
Clearances: Voltage between phases	66 kV
Minimum air clearance: phase - earth	790 mm
Minimum air clearance: phase - phase	1000 mm
Minimum working clearance: Vertical	2500 mm
Minimum working clearance: Horizontal	1800 mm

8.4 Programme

The successful Tenderer shall be required to submit a detailed and co-ordinated programme and methodology for execution of the works within 14 (Fourteen) days from date of appointment.

The Tenderer shall consider that the 66kV bus bar and adjacent equipment will have to be operational during the installation of this circuit breaker. Thus, only one transformer feeder bay can be taken out of service at a time for the work to be carried out.

Should the Tenderer fall behind schedule with the project, a revised programme shall be submitted to the Manager, Electrical Services, indicating how he intends to make up lost time to complete the work within the period as stated in the form of tender or within any extension of time as granted.



8.5 Hours of Service

The Contractor shall ensure that his personnel declared in this tender is available five days a week, Monday to Friday, excluding public holidays that fall on these days. Normal Working hours shall 8:00 to 16:30 Monday to Friday.

The contractor may be required to perform work on weekends or public holiday. If work is required on a weekend and/or Public Holiday, the prescribed rates will apply.

No work is to be performed on a Saturday, Sunday and/or Public Holiday without the express authority of the Manager: Electrical Services in writing.

8.6 Site Facilities

An appropriate site shall be identified for the establishment of a site office/ store at site hand over.

No specific site facilities are required by the Directorate, except those needed for the efficient execution of the contract of the nature. The Tenderer shall be responsible for the clean-up and rehabilitation of the terrain when the project is completed.

The Tenderer shall arrange for his own water, power connections and toilet facilities for the duration of this contract at the substations.

All storage areas, sheds, etc. shall be fenced in and the Tenderer shall ensure that adequate security, to prevent theft and damage, is maintained. The Stellenbosch Municipality shall not be liable for any loss due to theft or vandalism.

8.7 Equipment interconnections

The Tenderer shall supply all labour and material to interconnect with the remaining existing 66 kV equipment of this installation. The primary connections shall be installed using new aluminium alloy conductor 161.30mm (Centrepede) with suitable clamps and connectors.

8.8 Removal of existing 66 kV circuit breakers

The Tenderer shall disconnect all overhead connections and control cables from the existing circuit breaker and carefully remove the breaker. The circuit breaker, oil and associated equipment shall be delivered to and off loaded at the Municipal Assets store, Beltana. Due to the size of these breaker and the limited clearance to remove them from their present position, it is necessary to use a vehicle mounted crane. The oil in the circuit breaker shall be drained prior to removal and any spills of oil shall be cleaned up immediately that may arise from this operation.

Special care shall be taken not to damage any adjacent insulators and equipment to the circuit breaker during the dismantling and removal procedure.



8.9 New Circuit breaker

The existing steel structures in Main substation must be inspected and evaluated for possible reuse due to the combination mounting of current transformers on the same structure. New circuit breakers must be supplied and installed on preferably the existing steel support structures. Alternatively new combination structures for the existing CT's and circuit breakers must be supplied with the circuit breaker according to manufacturer specifications. The new position shall be as such as to line up with the other adjacent circuit breakers in the switch yard as far as possible. The specifications and drawings of the new circuit breakers on offer shall be attached in the returnable documents.

8.10 Isolating links Mechanism box and interlocking

The installation must make provision for the termination and connection auxiliary cabling of the interlocking between the existing 66 kV isolators and the new circuit breakers and controlling panel in the switch room. The system shall be arranged to prevent opening or closing of the isolator links while the associated circuit breaker is in the closed position. Tenderers shall acquaint themselves with the existing 66 kV isolators and circuit breakers during the site inspection, to ensure that all requirements in this regard are met in their tender rates.

8.11 Protection equipment

The Tenderer shall include in the tender for the additional protection and control cabling needed for the new circuit breakers. Should the existing annunciator systems be inadequate provision shall be made for the complete replacement and installation of a minimum 16 channel annunciators. The Tenderer shall disconnect and remove redundant relays associated with the above from the control.

8.12 Auxiliary cabling

The existing control cables shall be disconnected from the circuit breakers to be removed and marked for reconnection. Extension of existing cables by jointing shall not be permitted. All control cables shall be completely replaced from the new circuit breakers to the control panel in the adjacent control room.

The auxiliary cables shall be copper conductor, multi-core PVC insulated, steel wire armoured, PVC sheathed suitable for 600/1000V and suitable for the interconnection and satisfactory operation of the equipment. Core identification shall be by colour or numbers with the minimum conductor size to be 2,5 mm. Approved type glands must be used for terminations in panels as well as at the circuit breakers.

8.13 Support structures

Should the existing steel structures not be suitable as mentioned in 8.9, suitable hot dipped galvanized common support structures shall be supplied and installed for the new circuit breakers according to the circuit breaker manufacturer specifications and to accommodate the height and width of the existing circuit breaker adjacent equipment. All holding down bolts is to be supplied with 2 nuts and 2 washers for level adjustment and shall be galvanised in accordance with SABS 763.



8.14 Concrete plinths

Only applicable if new steel structures must be installed. If the old plinth can be used, new bolts shall be grouted into the existing plinth and the old bolts cut off flush with the foundations. The ends of bolts which are cut off shall be adequately protected against corrosion to ensure that the concrete is not cracked by corroding steel.

Should the new support structure not fit, new plinths must be cast as per the circuit breaker manufacturer specification. The old plinth must then be removed, and the ground works back filled, and chip stone cleaned and reinstated.

8.15 Earthing of structures

New earthing straps shall be supplied and installed for the circuit breaker and bonded to the existing earthing of the substation. The minimum size of earthing is 50 x 3 mm flat copper. The straps shall be brazed, or Cad welded to the substation earth. Two bolted connections shall be made to each structure at separate points.

8.16 Testing and commissioning

The Contractor shall test the operation of all the new equipment to ensure satisfactory operation in accordance with the standard specification for HV switch gear. Final commissioning shall be carried out in co-operation with the Electrical Services Department's appointed representative. The Department shall be notified at least 1 week in advance before the testing commences so that a representative may witness the testing.

8.17 Occupational Health and Safety Act

All equipment and material supplied, and all work carried out shall comply with the Occupational Health and Safety Act (Act no 85 of 1993) and the relevant Regulations in terms thereof.

8.18 Drawings and manuals

The Tenderer shall provide the following drawings in triplicate on paper file and electronic format:

Overall dimensioned drawings of all new equipment and structures, detailed layout drawing of new circuit breakers.

Updated and final as build drawings and schematic wiring diagrams for all new equipment, including modifications to existing drawings where new relays are to be installed.

Three sets of operating and maintenance manuals must be supplied with the circuit breakers.

8.19 Guarantee and Quality

Quality of material and equipment:

All material and equipment used or supplied, shall comply with the applicable SABS specifications. Samples of material and/or copies of test certificates shall be submitted to the Electrical Services as and when required.



8.20 Guarantee

A comprehensive guarantee of 12 months shall be issued to the Electrical Services for workmanship as well as material supplied.

8.20 Normative standards.

Note: Please complete the schedules in full:

Compliance with standard specifications		Equipment offered:
Quality management systems	SANS 9001-2008 / 2015	
Specification of SF6 used in electrical switchgear	SANS/IEC 60186	
HV metal enclosed switchgear	IEC 62271-200	
HV Switchgear and control gear	IEC 62271-100	
HV Circuit breakers	IEC 62271-100 - 102	
National standards for paint	NRS 053	
Creepage Distance and Clearance Requirements	IEC 60601-1 Third Edition	
Steel structures and bolts - galvanized	SABS 763	

8.21 Technical data schedule for circuit breakers

Ratings and Standard specifications:

Description	Ratings	Equipment offered:
Manufacturer and country: (Please complete)		
Type of circuit breaker:		
Nominal Voltage (kVms)	66	
System Frequency (Hz)	50	
Number of phases	3	
Number of poles	3	
Rated voltage (kVms)	72.5	
Rated impulse voltage (kV peak) minimum	325	
Max rated short-duration power frequency withstand voltage (50Hz: 1 min) (kVms)	160	



	Rated normal current of Circuit breaker (A)	1800	
	Short circuit making current (KA)	60	
	Short circuit breaking current (KA)	25	
	High voltage creepage distance / kV mm	31	
	Insulation medium	SF ₆	
	Operation mechanism supply (voltage)	110 V DC	
	Operation shall be suitable for manual and remote power operation	Confirm	
	Auxiliary switches (closed when c/b is closed, spring charged)	2	
	Auxiliary switches (normally open) - spares	4	
	Auxiliary switches (normally closed) - spares	2	
	Post centres mm (Adjacent isolator links) - horizontal	1800	
	Bottom terminal pad height	1085	
	Total isolating distance	790	
	Phase centres distance mm	1000	
	Mounting height mm	2500	
	Cabinet with operating mechanism:		
	Spring operated mechanism and motor	confirm	
	Circuit breaker status indicator	confirm	
	Mechanical operations counter	confirm	
	Breaker control switches (remote/local) on/off	confirm	
	Anti-condensation heater	230V AC	
	Anti-pumping relay	confirm	
	AC/DC mcb's / fuses	confirm	
	Auxiliary wiring and spring type terminal blocks	confirm	
	Gland plate for auxiliary cables on bottom	confirm	



	Inside mounting for handspring charge lever and waterproof document holder	confirm	
	Gas pressure monitor relays and indication	confirm	
	Functions required:		
	Closing spring to be charged by DC motor under 20 seconds	110V DC	
	Mechanical / electrical anti-pumping	confirm	
	Provision for manual charging of spring	confirm	
	Open – Close – Open operation without charging	confirm	
	Manual tripping and closing switch arrangement	confirm	
	Mechanical ON – OFF and SPRING –CHARGED indication without opening the door of cabinet	confirm	
	Auxiliary switch arrangement: 15 NC + 15NO	confirm	

9 SECTION B:

Technical specification for manufacture, supply, delivery, installation, and commissioning of three (3) 66kV control panels for 15 MVA transformers at the University Substation, and three (3) 66kV control panels for 7,5 MVA transformers at Main substation.

9.1 Scope for the replacement of the existing control panels.

Supply, installation, and connection of (3) new complete 66/11 kV 15 MVA transformer controlling panels with associated protection relays and auxiliary cable work to 66 kV circuit breakers.

Supply, installation, and connection of (3) new complete 66/11 kV 7.5 MVA transformer controlling panels with associated protection relays and auxiliary cable work to 66 kV circuit breakers.

In both substations, the three panels must be joined to form one board with common bus wiring.

Decommissioning, disconnection, and removal of the existing 3 panel 66 kV control board and obsolete cabling, in each substation respectively.

Testing and commissioning of all new equipment. Test certificates, three sets of drawings and manuals, shall be supplied with the commissioning of the control panels.



The protection relays and relevant controlling equipment of the transformers must be integrated with the new scada system and must include the remote control open and close functions of the transformer 66kV circuit breakers.

Scada control terminations and wiring must be included for each controlling panel so that the supervisory of the control panel, alarms and remote operation of the circuit breaker can be done with the scada system currently being installed.

The supervisory control will incorporate a local HMI station being installed in each substation.

9.2 Programme

The successful Tenderer shall be required to submit a detailed and co-ordinated programme and methodology for execution of the works within 14 (Fourteen) days from date of appointment.

The installation work will be carried out in a live substation and 66KV switchyard. Permission for work in the live areas will therefore have to be obtained according to the Departmental Regulations regarding work in the vicinity of live equipment. Such work will have to be done under strict supervision.

Thus, only one transformer feeder bay can be taken out of service at a time for the work to be carried out.

Should the Tenderer fall behind schedule with the project, a revised programme shall be submitted to the Manager, Electrical Services, indicating how he intends to make up lost time to complete the work within the period as stated in the form of tender or within any extension of time as granted.

9.3 Site Facilities

The site facilities requirements will be the same as for the installation if the circuit breakers appropriate for university substation. An appropriate site shall be identified at the substation for the establishment of a site office/ store at site hand over.

No specific site facilities are required by the Directorate, except those needed for the efficient execution of the contract of the nature. The Tenderer shall be responsible for the clean-up and rehabilitation of the terrain when the project is completed.

The Tenderer shall arrange for his own water and toilet facilities for the duration of this contract at the substations. The toilet shall be serviced by a qualified and approved service provider.

The storage areas, sheds, etc. shall be fenced in and the Tenderer shall ensure that adequate security, to prevent theft and damage, is maintained. The Stellenbosch Municipality shall not be liable for any loss due to theft or vandalism.

9.4 Hours of Service

The Contractor shall ensure that his personnel declared in this tender is available five days a week, Monday to Friday, excluding public holidays that fall on these days. Normal Working hours shall 8:00 to 16:30 Monday to Friday.



The contractor may be required to perform work on weekends or public holiday. If work is required on a weekend and/or Public Holiday, the prescribed rates will apply.

No work is to be performed on a Saturday, Sunday and/or Public Holiday without the express authority of the Manager: Electrical Services in writing.

9.5 Occupational Health and Safety Act

All equipment and material supplied, and all work carried out shall comply with the Occupational Health and Safety Act (Act no 85 of 1993) and the relevant Regulations in terms thereof.

9.6 Removal of existing control panels

The Contractor shall disconnect the control auxiliary cables from one transformer from the old panels as such that the remaining transformer controls are not interrupted. When all controls are transferred to the new panel, the old panel can be decommissioned and removed. The old panels shall be removed from the substation and delivered to the Municipal stores at the Beltana Depot, Stellenbosch.

9.7 Auxiliary cabling

Existing cables shall be disconnected from the existing equipment, but the extension of existing cables by jointing shall not be permitted. Only complete length of cabling shall be used. Final lengths of cables are included as Annexure C. Final lengths shall be confirmed at the site inspection meeting.

New auxiliary cables shall be copper conductor, multi-core PVC insulated, steel wire armoured, PVC sheathed suitable for 600/1000V and suitable for the interconnection and satisfactory operation of the equipment. Core identification shall be by colour or numbers with the minimum conductor size to be 2.5 mm. Only approved type glands shall be used for terminations in panels.

9.8 SCADA integration and remote control

The new Scada system being installed is Schneider E-Tap with IEC 61850 protocol. It is required that all inputs be wired to the protection relays. Outputs to SCADA via relay connections. This must be integrated with the local HMI system installed to operate the substation switchgear.

Current / Voltage outputs and the following alarms shall be connected to the existing SCADA RTU marshalling panels: Circuit breaker Open/Close, Isolator Open/Close, Relay communication monitor, O/C and E/F trip, Cable Oil pressure alarm, Cable Oil Pressure trip, C/B Gas alarm, C/B Gas lock out. SOLKOR trip. Provision for a 19" utility grade switch must be made in the very left panel of the board for SCADA connection purposes. This switch must comply with IEC 61850. DIN rail mounting must be installed.

9.9 Testing and commissioning

The Contractor shall test the operation of all the new equipment after installation. The existing pilot cables between University, Main and Markotter Substations shall also be tested as part of this procedure. Test certificates shall be issued detailing all the procedures and test results.



9.10 Software of relays

The successful tenderer shall supply and install the applicable relay software on dedicated laptops supplied by the Municipality. It shall be possible to gain full functional access to relay for programming and downloading of data available on the relay.

9.11 Drawings

Some schematic diagrams are available. However, Tenderers must allow for updating drawings during the decommissioning and commissioning stages.

The following updated drawing shall be provided in triplicate on paper and electronic pdf file format on suitable flash drive:

Specifications of equipment offered (relays, terminal blocks, auxiliary relays, etc.),

Overall dimensioned drawings the new panels,

Schematic wiring diagrams for each cable feeder, including modifications to existing drawings where new relays are to be installed.

9.12 Guarantee and Quality

Quality of material and equipment:

All material and equipment used or supplied, shall comply with the applicable normative standards and SABS specifications as mentioned under item 8.20. Samples of material and/or copies of test certificates shall be submitted to the Electrical Services as and when required.

9.13 Technical specifications of new transformer control panels

Panels shall be designed, manufactured, supplied, and installed in the place of the existing old panels. The new panels and protection equipment must be fully compatible with the corresponding panels and the protection of the cable feeders between University and Markotter Substations. The transformer panels shall be compatible with the existing transformer protection. Each feeder panel must be to the following functions and specification:

Cabinet layout	Free standing to be installed over cable trench with 3 mm full floor gland plate. Door shall be made dust proof with hinges on the left and door latches on the right side
Cabinet size	Outer dimensions H 2000mm x W 800mm x D 600mm.
Cabinet base	Height 50 mm
Cabinet access	Lockable full length front door opening only
Cabinet handling	Removable lifting lugs on top
Cabinet finishing outside	Light grey powder coating with black base to match existing panels
Cabinet finishing inside	White mounting back plate



Cabinet inside light	Bar light, door limit switch controlled 230V
Cabinet front door	Serve as mounting plate for flush mount protection relays and indication equipment. Divided in 7 equally sized divisions with removable face plates
Cabinet heater	Insulated 100W 230V mounted on the bottom of the left inside side panel
Cabinet earthing	One tinned copper earth bar shall be installed at the bottom inside on the back mount plate to accommodate all earthing wiring. The size to be 30 x 5 mm x 300mm. long with 6mm electroplated bolt and nuts.
Alarm indication on panel	Cable oil pressure low (Cable feeders only) Circuit breaker SF6 low gas Circuit breaker SF6 lock out Circuit breaker SF6 spring charged Circuit breaker closed Circuit breaker open
Mimic circuit layout	Top of door – busbar T to isolator light bar indicator - down to circuit breaker light bar indicator– down to cable sign. The circuit breaker and isolator light must show vertical red for ON and horizontal green for OFF.
Cable control	Lockable lever switch with ON – NEUTRAL – OFF Positions
Panel light test	Push button test function for all alarm and indication lights on panel
Test facilities	Allbro PK2 withdrawable type mounted on bottom of front door – labelled TB1- Main Protection, TB2- Metering, TB3- Backup Protection, TB4- Voltage Transformer
Panel circuit wiring	Panel wiring – grey 2.5mm with pvc printable labelling. Suitable spring-loaded terminal blocks shall be used. Wires to be ducted in grey pvc ducting as required below terminal blocks, relays, and circuit breakers. Panel circuit protection double pole miniature circuit breakers mounted inside the top of the panel.
Panel labelling	Engraved Celeron labels with 6mm black lettering on



white background. The inside labelling to be mounted on aluminium rails on top of the circuit breakers.

9.13.1 Requirement for Transformer protections:

Protection Back up Supply and install new relay as per attached specification, Annexure A for protection relays. To include phase overcurrent and earth fault protection. Circuit breaker speed trip time monitor preferred.

Protection Main	Differential protection.
Current indication:	One 96 x 96 mm max demand – instantaneous reading connected to white phase – 15minute delay.
Cable voltage indication	One 96 x 96 mm voltmeter
Tap changer control	Automatic voltage regulator compatible with existing tap changer. Values must be confirmed at site inspection.

9.14 Specification for protection relays

The feeder's overcurrent and earth fault relays must adhere to the following specification and requirements:

- Full Protection and Control of 66kV feeder and transformer circuit breakers which includes over-current and earth fault conditions
- Non-directional Over-current and Non-directional Earth Fault Protection option
- Circuit breaker condition monitoring capability
- Minimum of 12 binary inputs and 10 binary outputs
- 5A and/or 1A nominal currents (CT inputs)
- Required Communication protocol: IEC 61850 (Native)
- Communication port: Fibre over Ethernet with a LC connection port
- Language: English
- Power supply: 110VDC
- Configuration Software: Current/Latest version available from relay supplier
- Unit shall comply with IEC Standards.
- The relay must fulfil the mechanical test requirements according to IEC 60255-21-1, -2 and -3, Class 2 for vibration, shock, bump, and seismic compliance.

9.14.1 General

The provided relay shall work reliably and selectively as part of a protection system. The relay must not operate at faults occurring outside the protection zone. Internal faults or disturbances in the auxiliary supply or measurement circuits may not result in un-correct operation of the device.

Each start or trip provided by the relay must generate clear and reliable indications. These indications must be transferable to an upper-level system over the station bus. The relay shall be of a numerical communicating type offering extensive protection, control and measuring functions in one enclosed unit. The protection relay basic design and data modelling shall be based on the IEC 61850 standard.



The relay shall have full flexibility in terms of assigning any binary input and output signal to the internal logic circuits.

The following specification highlights the most important features of the relay. In no means the following shall be regarded as a complete specification for the relay. In addition, the relay must adhere to the relevant IEC standards and be suitable for the intended applications, as described in the complete set of specifications, or otherwise communicated to the prospective Bidders.

9.14.2 Mechanical design and mounting

The design shall be modular with the ability to add and remove various cards from the back of the relay to minimize down time.

The relay shall have compact dimensions to fit in modular design cabinet front door panels. The depth of the relay shall, without any additional raising frame, not interfere with other equipment mounted inside the cabinet.

The design shall be the plug-in type, where the plug-in unit can be withdrawn or inserted to a fixed mounted base unit. The withdrawal of the plug-in unit shall result in automatic short-circuit in the supplying current transformers' secondary circuits. In other words, it shall be possible to safely extract the plug-in unit from the case (base unit) after disconnecting the auxiliary voltage without adding any external jumper wires or operating any additional switches or bridges.

Means shall be included to seal the plug-in unit into the base unit, to prevent accidental removal.

9.14.3 Current connections

For the current transformer secondary circuit lead connections both insulated ring lug and compression type termination shall be supported. Each of the current terminals shall be capable of accepting at least two 2.5mm² size of wires, fine stranded/panel wire.

9.14.4 Mounting

The protection relay shall be available with flush or semi-flush mounting options shall be possible using readily defined installation kits. The kits shall be from the same manufacturer to guarantee smooth installation and uniform outlook.

When the relays are flush or semi-flush mounted on a cabinet door, a degree of protection by enclosure of IP54 level must be reached, when the door is closed.

9.14.5 Degree of protection

Description Value:

- Front side IP 54
- Rear side, connection terminals IP 20

When flush mounted on a cabinet door, the depth of the relay shall not exceed 160mm, without any additional raising frame.



9.14.6 Local Human Machine Interface (LHMI)

The LHMI shall support local measurement, event, and alarm views through its' LCD display. It shall also enable the parameter settings. It shall be possible to either choose the main menu, measurement, or single line diagram (for large LCDs) view as the default view.

9.14.7 Circuit breaker control

It shall be possible to perform a circuit breaker control from designated control buttons. It shall be possible to interlock the circuit breaker close command directly by a binary input, by a protection relay internal interlocking logic and by a thermal protection operation or by a protection relay trip command output operating in lockout mode.

9.14.8 Indications and LEDs

Each start and trip from every protection function must be clearly indicated. It must also be possible to transfer the start and trip signals to the binary outputs if required and it must be possible to transfer them to an upper-level system via communication link. The resetting of indications and alarm LEDs shall be easy, preferably by pressing one button only.

The LHMI shall include three (3) dedicated LEDs for statuses "ON", "Start" and "Trip" and at least five (5) freely programmable alarm LEDs for status indication. It shall be possible to insert a written clarification on a paper strip on the front of the relay to indicate the assigned function of the LED.

9.14.9 Web server functionality (Optional)

The relay shall be equipped with web server functionality to cater for remote HMI features, using commonly available web browser software. The web server functionality shall utilize the same user authority handling principles, as defined later in this specification for the LHMI functionality. Activation of the web server shall need user intervention; thus, the functionality shall be disabled as a default.

9.14.10 Local/Remote switch

The LHMI shall be equipped with a Local/Remote switch including status indication. The operation rights of the L/R switch shall be covered with the user authorization procedures of the relay. When in local mode, remote control commands to the circuit breaker shall be ignored and vice versa in remote mode.

9.14.11 Binary inputs and outputs

The number of inputs shall be enough to interface the relay to the external circuits in order to enable the full use of the protection relay functionality. The number of binary inputs shall not be less than twelve (12).

The threshold voltage of the binary inputs shall be settable using a dedicated parameter. Grouping of binary inputs under a common ground potential is allowed, as far as more than one common ground potential is available. The inputs shall be fully isolated from the protection relay internal circuits.



The total number of binary outputs shall not be less than ten (10), excluding the dedicated relay internal fault (IRF) output. In addition to the double pole trip output contacts, two other binary outputs shall be of heavy-duty type capable of tripping a circuit breaker (also see section 4.1)

The two binary trip outputs shall have a selectable “lock-out” operation mode, which locks the output relays after operation. The resetting of the lock-out state shall be possible via the LHMI, the binary input and the communication interface.

Description Value:

- Operating range: ± 20 % of the rated voltage
- Rated voltage: 24...250 V DC
- Threshold voltage: 18...175 V DC
- Reaction time <5 ms

It shall be possible, by software, to freely assign the binary inputs and outputs to the protection relay internal function logic. A possibility to introduce simple logic functions in the form of AND and OR gates, including signal inversion, in front of the binary inputs and outputs shall also be foreseen. As an example, a possibility to energize a binary output from several internal relay signals (OR gate) shall be available.

9.14.12 Trip outputs and master trip

Two binary outputs shall be dimensioned for circuit breaker trip purposes, introducing trip circuit supervision functionality and a possibility for double pole operation. It shall be possible to exclude the tripping circuit supervision functionality from the outputs physically by changing the protection relay terminal connections. It must be possible to block all trip outputs by means of a single setting (master trip). To prevent the closing of a circuit breaker after a trip without resetting, there must be so called "lock-out" mode available. The trip circuit must be supervised.

9.14.13 Self-supervision and IRF output

The relay shall be equipped with extensive self-supervision capabilities. In case of internal failure, the relay shall in no case issue a false trip signal. The failure code shall be visible on the protection relay LHMI (Local Human Machine Interface) display. The failure codes shall give detailed information about the situation. The end user documentation shall support the interpretation of the failure code in detail and by simple means. A dedicated IRF (Internal Relay Fault) output must be available to provide IRF status to external systems.

9.14.14 Current input channels

The same hardware shall support both 5 A and 1 A nominal energizing currents. Selecting the nominal current shall be software based (settable). All the analogue input channels shall have dedicated A/D converters to enable simultaneously sampling and elimination of skew. Analogue to digital conversion shall be of such design that good linearity during the whole lifetime of the relay can be achieved. The analogue signals shall be presented to the protection relay internal function blocks as no less than 32 samples per cycle with 18-bit resolution at 50 Hz base, with a signal to quantization noise ratio (NQRS) better than 110 db.



9.14.15 Protection

The relay shall have non-directional phase overcurrent and earth-fault protection (50/51) with four stages (low-set, high-set and non-directional instantaneous stage), definite time (DT) and inverse definite minimum time (IDMT) characteristics, and IEC and ANSI/IEEE operating curves.

To handle periodic changes in the primary circuit switching conditions, i.e., the network topology, there shall be support for a minimum of three (3) different setting banks for each of the protection functions. The change of setting bank shall take place commonly for all the protection functions. It shall be possible to change the setting bank locally from the LHMI, using a binary input signal and remotely through the communication link. The change of setting bank shall happen rapidly, and it shall not result in a protection relay restart, a relay malfunction, or a communication break.

The protection functions listed below shall be regarded as the compulsory basic protection features. It shall be possible to either enable or disable each protection stage, depending on the requirements of the actual application.

9.14.16 Current based protection

Non-directional over-current protection

The protection shall consist of four separate freely settable non-directional over-current stages, covering setting ranges from 0.1 to 20 (minimum) times per unit. The operation characteristic of the low and high set stages shall be settable to either definite time or inverse time mode, supporting various types of inverse curves, including a user definable one. The fourth stage shall work as an instantaneous stage. The instantaneous stage shall also support the peak-to-peak measurement mode and include a possibility to introduce a dedicated two times setting value peak detection for fast operation under conditions when the current transformers have saturated.

During an inrush current situation when large proportions of second harmonics are detected it shall be possible, for each of the stages, to raise the setting value by a freely settable multiplier. It shall be possible to select the number of started phases for operation between one, two or all three.

Non-directional earth-fault protection

The earth-fault protection shall consist of three different stages and an additional sensitive stage. The stages shall cover setting ranges from 0.01 to 20 (minimum) times per unit. The first two stages and the sensitive stage shall include both definite and inverse time characteristics, supporting various types of inverse curves, including a user definable one. The fourth stage shall work as an instantaneous stage.

During an inrush current situation characterized by a large proportion of second harmonics it shall be possible, for each of the stages, to either block or raise the setting value by a freely settable multiplier. The third harmonic shall be attenuated at least by 40 dB.

Negative sequence over-current protection

The protection shall consist of two different stages, covering setting range from 0.10 to 5 times per unit. During an inrush situation when large amount of second harmonic is



detected, it shall be possible, for each of the stages, to raise the setting value by a freely settable multiplier.

9.14.17 Phase discontinuity protection

To achieve a capability to handle different load situations the protection shall be based on monitoring the negative sequence and the positive sequence current component ratio (I_2/I_1). It shall be possible to block the operation of the stage by the starting signal from any of the earth-fault protection stages or by the inrush current detection.

9.14.18 Other protections

Thermal overload protection

Thermal overload protection for lines, cables and distribution transformers shall be included. The protection can utilize either one- or two-time constant principle.



Breaker-failure protection

Breaker failure protection shall be included in the form of a dedicated function. It shall be possible to initiate the protection either from an internal signal of the protection relay or via a binary input. The protection shall facilitate re-tripping of its own breaker, and back-up tripping of an up-stream breaker. In both cases the trip delays shall be adjustable.

The protection shall include different operation modes, where both the current flow and the circuit breaker position are monitored, or alternatively only either the current flow or the circuit breaker position is monitored. The current level for flow detection shall be separately adjustable for phase currents and residual current.

Optional protection functions

The protection functions listed below shall be regarded as optional. If the option presented is seen as a necessary part of the protection relay functionality, the features presented shall form an integrated and compulsory part of the specification/requirements.

- Adaptive phase overcurrent elements: The relay shall incorporate adaptive phase overcurrent elements that perform reliably in the presence of current transformer saturation, dc offset, and off-frequency harmonics
- Over- and under-frequency (81) and Rate-of-change of frequency (81R)
- Fault locator: The relay shall include a fault-locating algorithm to calculate fault location without communications channels, special instrument transformers, or pre-fault information
- Synchro phasors: The relay shall include operation as a phasor measurement unit (PMU) according to the IEEE C37.118–2005 Standard for Synchro phasors for Power Systems
- Load-profile monitoring: Provide periodic snapshot of selectable analog quantities.

9.14.19 Measurements

There shall be measurements functions and indication in LHMI for analogue inputs (current and voltage) connected to the relay, as per the following:

Phase currents

Momentary values for phases A, B and C selectable based on either true RMS or other industry standard format values. Maximum demand values for phases A, B and C with settable demand intervals of 1, 5, 10, 15, 30, 60 or 180 minutes.

Settable high and low warning thresholds (two of each), including the selection of an initiating number of phases.

Residual current

Momentary value, selectable based on either true RMS or other industry standard format values.



Current sequence components

The momentary values of the positive, negative and zero sequence current components shall be included.

9.14.20 Disturbance, fault, and event recording

The relay shall be capable of recording and storing at least the 50 latest time-tagged events in a non-volatile memory.

The disturbance recorder shall be capable of recording at least eight freely selectable analogue input signals and 32 freely selectable internal signals or binary inputs. The sample frequency shall be selectable, maximum sample frequency being no less than 1.6 kHz (32 samples per cycle at 50 Hz). The recording time shall be selectable, including the pre-trigger time. All analogue and binary input channels must be capable of triggering the function.

There shall be a settable "quarantine" time for triggering channels, to prevent successive recordings triggered by the same source. Analogue channels must have an adjustable triggering level. For binary channels it shall be possible to choose triggering either from the rising or falling edge of the signal, or both. It shall be possible to record waveforms.

For uploading the recorded disturbances records support for a suitable software tool shall be included. The uploaded recording shall be of a well-recognized format, preferably the COMTRADE format.

9.14.21 Event registration

The Sequence of Events (SoE) information must be accessible locally via the user interface on the relay front panel or remotely via the communication interface of the relay.

To collect sequence-of-events information, the relay must incorporate a non-volatile memory with a capacity of storing at least 50 event codes with associated time stamps. The non-volatile memory must retain its data also in case the relay temporarily loses its auxiliary supply. The event log should facilitate detailed pre-and- post fault analyses of feeder faults and disturbances.

9.14.22 Fault records

The relay should have the capacity to store the records of four (minimum) fault events. The records must enable the user to analyse the four most recent power system events. Each record must include the current and voltage values (if applicable), the start times of the protection blocks, time stamp, etc.

It must be possible to trigger the fault recording by the start signal or the trip signal of a protection block, or by both. The available measurement modes include RMS and peak-to-peak. In addition, the maximum demand current with time stamp should be separately recorded. By default, the records must be stored in a non-volatile memory. It must be possible to download the oscillography of any fault on the following conditions:



Upon trigger of tripping/starting of each function or external signals, the relay records in COMTRADE format:

Oscillography with instantaneous values for transient analysis.

RMS values for long time periods analysis.

Logic states (binary inputs and output relays).

9.14.23 Disturbance records

The relay must be provided with a disturbance recorder featuring up to 10 analogue and 32 binary signal channels. From the analogue channels it should be possible to record either the waveform or the trend of the currents and voltage measured.

It must be possible to trigger the recording function by an analogue channel when the measured value falls below or exceeds the set triggering value.

The binary signal channels should be capable of starting a recording on the rising or the falling edge of the binary signal or on both.

Binary relay signals such as a protection start or trip signal, or an external relay control signal over a binary input should be capable of triggering a recording. The recorded information must be stored in a non-volatile memory and be up loadable for subsequent fault analysis.

9.14.24 Time synchronization

The relay should support the following time synchronization methods with a time stamping resolution of 1ms.

- SNTP (Simple Network Time Protocol)

9.14.25 Condition monitoring

The condition monitoring functions of the device must constantly monitor the performance and the condition of the circuit breaker. When specified the monitoring should at least cover the spring charging time, SF6 gas pressure, the travel-time, and the inactivity time of the circuit breaker.

9.14.26 Self-supervision

The device built-in self-supervision system must continuously monitor the state of the relay hardware and the operation of the relay software. Any fault or malfunction detected must be used for alerting the operator. A permanent device fault must block the protection functions of the relay to prevent incorrect device operation.

9.14.27 Communication interfaces

The relay shall be of “native” IEC 61850 designs, thus offering optimal connection interface to a substation automation system based on the IEC 61850-8-1 standard.

The physical communication connection shall be based on an Ethernet bus with 100/10 Mb/s multi-mode (LC connectors) fibre interface.

On the front side of the relay there shall be a local communication interface with an RJ45 connector. This connection shall be dedicated for the protection relay local user



interface allowing parameterization, disturbance recorder upload, etc using software tools.

9.14.28 IEC 61850 GOOSE messaging

In applications where the IEC 61850 protocol is used for horizontal level communication, the relays must be capable of utilizing GOOSE-messages, as described in the IEC 61850-8-1 standard. The GOOSE-message presentation and mapping shall be carried out in the relay in a user-friendly way, exposing the GOOSE incoming and outgoing signals to a similar manner as the physical binary inputs and outputs. The GOOSE signal performance has to be in accordance with type 1A and achieve the requirements of class P1.

9.14.29 User authorization

The relay shall support user authorization at least on two different levels. The authorization within the different levels shall start from basic viewer only functionality, ending with the highest authorization level having all rights, including password management.

There shall be settable separate passwords for each user level.

9.14.30 Setting and configuration software

All necessary setting and configuration software, including cables, must be included. The software must be delivered together with the protection relays.

9.14.31 Environmental conditions

The relay must adhere to the environmental conditions listed below.

Description	Value:
• Operating temperature range	-25...+55°C (continuous)
• Short-time service temperature range:	-40...+85°C (<16h)
• Relative humidity:	<93%, non-condensing

9.14.32 Electromagnetic compatibility tests

The EMC immunity test level meets the requirements listed below:

Description	Value
1 MHz burst disturbance test, class III:	According to IEC 61000-4-18 and IEC 60255-22-1, level 3

9.14.33 Electromagnetic compatibility tests

Fast transient disturbance tests: All ports	According to IEC 61000-4-4 and IEC 60255-22-4, class A 4 kV
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9.14.34 Mechanical tests

Description	Value
Vibration tests (sinusoidal)	According to IEC 60255-21-1, class 2
Shock and bump test	According to IEC 60255-21-2, class 2

9.14.35 Testing, documentation, and tools

	Description	Remarks
2	Operating, maintenance and installation manuals	
	Routine test certificates	
	Type test certificates (Must be included in tender document)	
	Manufacturer's guarantee	
	Labelling and marking (SANS 1874)	
	Equipment drawings and wiring schematics per unit:	
	Operating and maintenance tools: SF ₆ gas filling meter, gauges and piping assembly Mechanical operating tools Special maintenance tools required for the equipment offered:	
	Reference installations and support information	
	Details of replacement fixed and moving contacts (include delivery period)	
3	Critical spares list for the equipment offered: Please attach lists with pricing to the pricing schedule.	



17. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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


18. SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. 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				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. 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			



22. 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: 24/24**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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

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



2. ACCEPTANCE

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

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



23. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

	INDICATE WITH AN 'X'							
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.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PRICING SCHEDULE:

NAME OF TENDERER: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

I / We the undersigned hereby acknowledge myself / ourselves fully conversant with the details and conditions as set out in the Specification and with the Conditions of Tendering and General Conditions of Purchase and Conditions of Tender attached hereto, from the date of commencement of this tender, in accordance therewith, the following:

Please Note:

Only Bidders that complete the Schedules Below will be considered. Please complete and include Annexure A and / or B with the with the returnable documents of sections offered.

Note: *Tenderers can tender for Section A and/or B. Please take care that prices for all items per section is entered for the section/s offers are submitted.
Failure of the above may render a tender offer as non-compliant.*



10.1 Section A:
Supply, delivery, and installation of 66kV transformer circuit breakers.
Refer to Annexure A & C

Item No	Description		Unit price Complete (Incl. VAT)	Delivery Period (Weeks)
1	Supply and delivery of complete 66 KV circuit breaker with structure, accessories, and operating tools			
2	Decommissioning, dismantling and removal of existing 66KV circuit breaker. (Include for the delivery of old breaker to Municipal Stores)			
3	Installation of circuit breaker. Replacing supervisory and control cables to circuit breaker control panel and control panel.			
4	Commissioning, testing, and proving of functions of operation.			
5	Total for items 1 – 4:			
6	Contingencies 10%			
7	Sub Total for the supply and installation per circuit breaker:			
8	Total for the supply and installation for seven (7) circuit breakers:			
9	Labour rates: Contingency events:	Labour: Supervision - Normal hours R/hr		
		Labour Skilled – Normal hours R/hr		
		Labour: Supervision – After hours R/Hr		
		Labour Skilled – After hours R/Hr		



10.2 Section B:
Supply, delivery, and installation of 66kV transformer control panels;
Refer to Annexure B & C

Item No	Description		Unit price Complete (Incl. VAT)	Delivery Period (Weeks)
1	Supply and delivery of complete 66 KV transformer control panel each			
2	Decommissioning, dismantling and removal of existing 66KV panels. (Include for the delivery of old breaker to Municipal Stores)			
3	Installation and commissioning per panel (Include supervision, labour, and transport)			
4	Commissioning, testing, and proving of functions of operation per panel.			
5	Total for items 1 – 4:			
6	Contingencies 10%			
7	Sub Total for the supply and installation per panel:			
8	Total for Supply, delivery, and installation of six (6) 66kV control panels:			
9	Labour rates for contingency events only:	Labour: Supervision - Normal hours R/hr		
		Labour Skilled – Normal hours R/hr		
		Labour: Supervision – After hours R/Hr		
		Labour Skilled – After hours R/Hr		



Annexure A:

Section A: Bill of quantities for supply, delivery, and installation of Circuit Breakers.

Note: "All Unit Prices to be inclusive of Value Added Tax"

University / Main Substations: - Replace 66kV circuit breakers

Please transfer the total prices of the various items on the BOQ's to the schedule to the "Pricing Schedule of the tender"

Item No.	Description	Est. Quant.	Unit	Rate per Unit	Total
	Schedule of Work				
1	Supply, and delivery of 66kV circuit breaker at Municipal stores, Beltana, Stellenbosch	1	each		
	TOTAL FOR ITEM 1				
2	Decommissioning, dismantling and removal of circuit breakers	1	each		
2.1	Site establishment and safety (Contractual requirements)		Sub		
2.2	Decommissioning and disconnection – primary and control cables		unit		
2.3	Removal from yards and delivery to store		unit		
2.4	Removal of concrete plinth (If applicable)		unit		
	TOTAL FOR ITEM 2				



Item No.	Description	Est. Quant.	Unit	Rate per Unit	Total
3	Installation and commissioning per circuit breaker	1			
3.1	Excavation and shuttering of new plinth (If applicable)		M sq		
3.2	Supply and cast of concrete (minimum 20 Mpa) per circuit breaker (If applicable)		M sq		
3.3	Supply and install HD Bolts & nuts (If applicable)		unit		
3.4	Supply and install earthing		unit		
3.5	Installation of circuit breaker per circuit breaker	1			
3.6	Transport and delivery to substation		unit		
3.7	Install steel structures and mount circuit breaker (If applicable)		unit		
3.8	Supply and connect jumpers and clamps to links and transformer		unit		
3.9	Replacing supervisory and control cables to circuit breaker and control panels		unit		
3.10	Supply and install 16 channel annunciator, MVAJ 24 or similar relay		unit		
3.11	Supply and install relevant indication lights, master trip light buttons, alarm accept/reset buttons (Deca range or similar)		unit		
3.12	Connection and interfacing the above alarms and circuit breaker status with the existing Scada system		unit		
	TOTAL FOR ITEM 3				



Item No.	Description	Est. Quant.	Unit	Rate per Unit	Total
4	Commissioning and testing	1			
4.1	Operating and functioning of circuit breaker		unit		
4.2	Ductor testing of circuit breaker and all new 66kV connections.		unit		
4.3	Alarms: 1- Main Trfr Buchholz trip. 2 - Tap change coil surge trip. 3 - Main Trfr Buchholz alarm. 4 - OLTC low oil level alarm. 5 - CB Lock out alarm. 6 - SF6 Gas alarm. 7 - Oil Temp trip. 8 - CB Select local alarm.		Detail		
4.4	Drawing, labelling and test reports		unit		
4.5	Cleaning and site re-establishment to former condition, removal of all rubble.		unit		
	TOTAL FOR ITEM 4				
5	SUB TOTAL PER UNIT RATE				
	GRAND TOTAL FOR ONE (1) CIRCUIT BREAKER VAT INCL				

Tenderer signature: _____

Tenderer Name: _____

Date: _____

**Annexure B:****Section B: Bill of quantities for supply, delivery, and installation of control panels for Circuit Breakers.**

Note: "All Unit Prices to be inclusive of Value Added Tax"

University / Main Substations: - Replace 66kV control panels

Please transfer the total prices of the various items on the BOQ's to the schedule to the "Pricing Schedule of the tender"

Item No.	Description	Est. Quant.	Unit	Rate per Unit	Total
	Schedule of Work				
1	Supply, and delivery of 66kV control panels at Municipal stores, Beltana, Stellenbosch	1	each		
	TOTAL FOR ITEM 1				
2	Decommissioning, dismantling and removal of control panels	1	each		
2.1	Site establishment and safety (Contractual requirements)		Sub		
2.2	Decommissioning and disconnection – primary and control cables		unit		
2.3	Removal from yards and delivery to store		unit		
	TOTAL FOR ITEM 2				
3	Installation and commissioning per control panel	1			
3.1	Installation of circuit breaker per control panel		unit		
3.2	Supply and install earthing		unit		
3.3	Replacing supervisory and control cables to circuit breaker and control panels		Per meter		
3.4	Transport and delivery to substation		unit		
3.5	Install steel structures and mount circuit breaker (If applicable)		unit		
3.6	Connection and interfacing the above alarms and circuit breaker status with the existing Scada system per panel		unit		
	TOTAL FOR ITEM 3				
4	Commissioning and testing	1			



Item No.	Description	Est. Quant.	Unit	Rate per Unit	Total
4.1	Operating and functioning of control panel to circuit breaker and isolator		unit		
4.2	Alarms: 1- Main Trfr Buchholz trip. 2 - Tap change coil surge trip. 3 - Main Trfr Buchholz alarm. 4 - OLTC low oil level alarm. 5 - CB Lock out alarm. 6 - SF6 Gas alarm. 7 - Oil Temp trip. 8 - CB Select local alarm.		unit		
4.3	Installation of SCADA connections to HMI		unit		
4.4	Drawing, labelling and test reports		unit		
4.5	Cleaning and site re-establishment to former condition, removal of all rubble.		unit		
	TOTAL FOR ITEM 4				
5	SUB TOTAL PER UNIT RATE				
	GRAND TOTAL FOR ONE (1) CONTROL PANEL VAT. INCL.				

Tenderer signature: _____ Tenderer: Name _____

Date _____



Annexure C:

Schedule for lengths of the auxiliary cables for the replacement of the circuit breakers and control panels at Main and University substations

Devon Valley Main substation: All cables must be 2.5.mm x 19c SWAPVC

Transformer no 1

Transformer control circuitry	26m
Circuit breaker control circuitry	40m
Isolator circuit	40m
CT circuitry	40m

Transformer no 2

Transformer control circuitry	52m
Circuit breaker control circuitry	26m
Isolator circuit	60m
CT circuitry	65m

Transformer no 3

Transformer control circuitry	70m
Circuit breaker control circuitry	70m
Isolator circuit	70m
CT circuitry	70m

University substation: All cables must be 2.5.mm x 19c SWAPVC

Transformer no 1

Transformer control circuitry	40m
Circuit breaker control circuitry	48m
Isolator circuit	50m
CT circuitry	40m

Transformer no 2

Transformer control circuitry	27m
Circuit breaker control circuitry	24m
Isolator circuit	28m
CT circuitry	40m

Transformer no 3

Transformer control circuitry	28m
Circuit breaker control circuitry	30m
Isolator circuit	34m
CT circuitry	40m



24. DECLARATION BY TENDERER

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

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

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

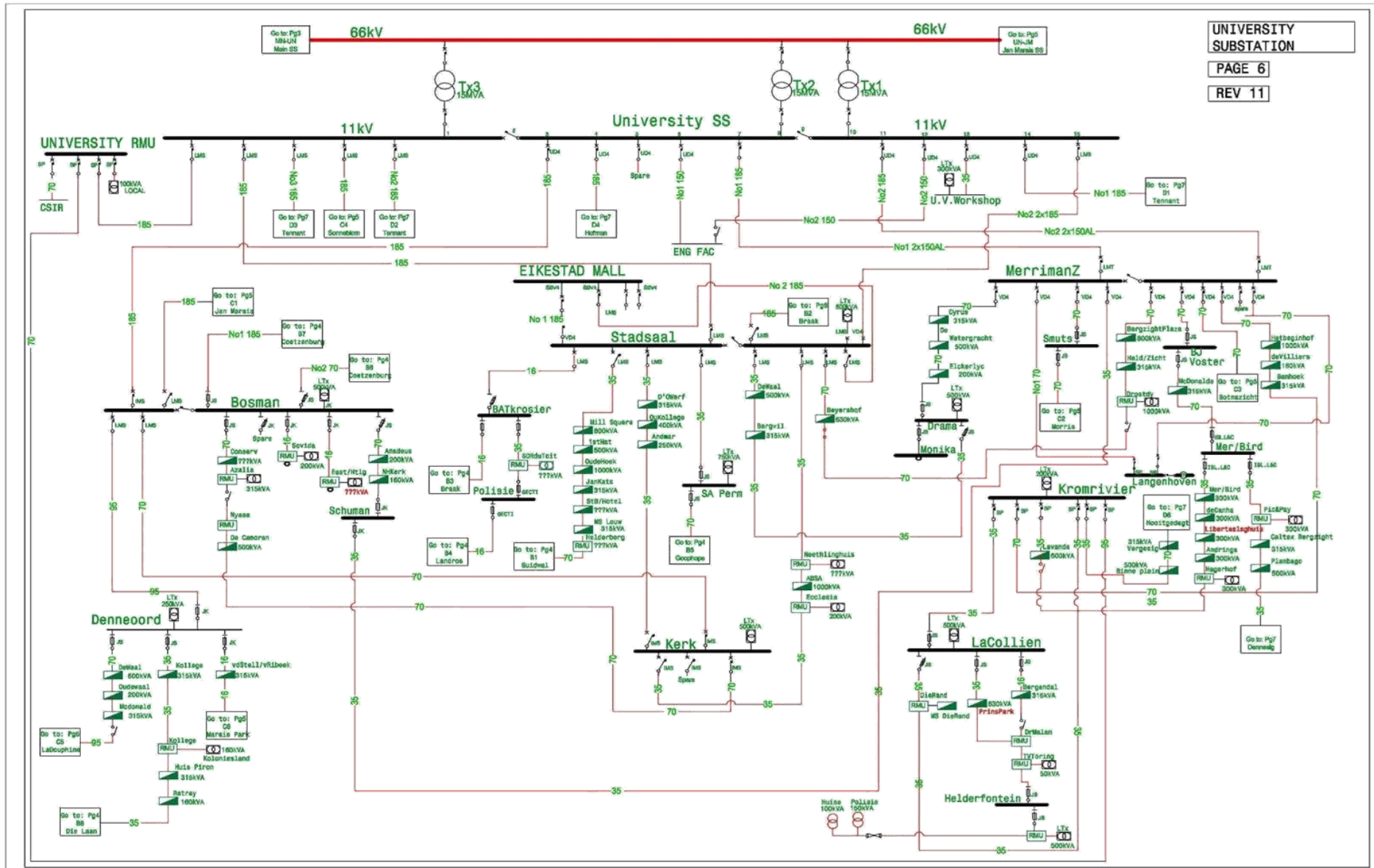
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept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

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

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



Annexure C:





MAIN SUBSTATION

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