STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

V8 – 13/01/2025

# TENDER NO.: B/SM 24/27

# REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030

## PROCUREMENT DOCUMENT

| | | | |
|---|---|---|---|
| **NAME OF TENDERER:** | | | |
| **Total Bid Price (Inclusive of VAT)** ***(refer to page 95)*:** | **RATES BASED TENDER** | | |
| **BBBEE LEVEL** | | | |
| **CLAIM POINTS FOR** | **LOCALITY** | **YES** | **NO** |

**DATE: NOVEMBER 2026**


**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:**

**Mkuseli Lwana**

**Manager: Operations and Maintenance**

Tel. Number: **021 808 8302**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 1. TENDER NOTICE & INVITATION TO TENDER

**BID NOTICE**

**REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030**

TENDER NUMBER: **B/SM 24/27**

DESCRIPTION: **REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030**

CLOSING DATE: **25 January 2027**
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: 4EP or higher;**

***INFORMATION:***
**Tender Specifications:** Mkuseli Lwana **at** 021 808 8302**: e-mail:** mkuseli.lwana@stellenbosch.gov.za
**SCM Requirements:** Bulelwa Dolomba at 021 808 8521: **e-mail:** Bulelwa.dolomba@stellenbosch.gov.za

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

A Compulsory Clarification Meeting via Virtual Meeting will be held on **02 December 2026 at 11:00 am.** The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Mercia Davidse at mercia.davidse@stellenbosch.gov.za the necessary contact details (email address and cell phone number) by **30 November 2026 at 11:00 am** to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with **"B/SM 24/27 REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract (General), 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 (General, JBCC, FIDIC, CIDB or NEC), 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 fe**e of R485.00 per document.***

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

G Mettler (Ms)
**MUNICIPAL MANAGER**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**TENDER KENNISGEWING**

**VERVANGING VAN 11kV-SKAKELTOERUSTING EN GEASSOSIEERDE GEBOU-AANPASSINGS BY VERSKEIE SUBSTASIES IN DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) VIR DIE TYDPERK WAT OP 30 JUNIE 2030 EINDIG**

TENDER NOMMER: **B/SM 24/27**
BESKRYWING: **VERVANGING VAN 11kV-SKAKELTOERUSTING EN GEASSOSIEERDE GEBOU-AANPASSINGS BY VERSKEIE SUBSTASIES IN DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) VIR DIE TYDPERK WAT OP 30 JUNIE 2030 EINDIG**

SLUITINGSDATUM: **25 Januarie 2027**
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. Tenderaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **4EP of hoër** hê

**NAVRAE:**
**Tender spesifikasies:** Mkuseli Lwana **at** 021 808 8302**: e-mail:** mkuseli.lwana@stellenbosch.gov.za
**Vkb vereistes:** Bulelwa Dolomba at 021 808 8521: **e-mail:** bulelwa.dolomba@stellenbosch.gov.za
**Kantoor Ure:** 08h00-15h30

'n Verpligte inligtingsessie Virtuele sal gehou word op **02 Desember 2026 om 11:00vm.** Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tenderaars moet toesien dat hulle die "App" aflaai en **Mercia Davidse** at mercia.davidse@stellenbosch.gov.za teen **30 November 2026 om 11:00vm** voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnommer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel.

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

Verseëlde tenders duidelik gemerk: **B/SM 24/27 VERVANGING VAN 11kV-SKAKELTOERUSTING EN GEASSOSIEERDE GEBOU-AANPASSINGS BY VERSKEIE SUBSTASIES IN DIE STELLENBOSCH MUNISIPALE GEBIED (WC024) VIR DIE TYDPERK WAT OP 30 JUNIE 2030 EINDIG**
op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

Die voorkeurpunte 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):

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit,* Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R485. 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**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **B/SM 24/27** | CLOSING DATE: | **25 January 2027** | CLOSING TIME: | **12:00 AM** |
| DESCRIPTION | **REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030** | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

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

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | **OR** | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐ 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** | **Rates based tender** |
| **5. SIGNATURE OF BIDDER** | …… | **6. DATE** | |
| **7. NAME AND SURNAME OF RESPONSIBLE PERSON** | | | |
| **8. CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | Supply Chain Management | CONTACT PERSON | Mkuseli Lwana |
| CONTACT PERSON | Bulelwa Dolomba | TELEPHONE NUMBER | 021 808 8302 |
| TELEPHONE NUMBER | 021 808 8521 | E-MAIL ADDRESS | Mkuseli.lwana@stellenbosch.gov.za |
| E-MAIL ADDRESS | Bulelwa.dolomba@stellenbosch.gov.za | | |
| | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## PART B
## TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR SUBMITTED ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | | |
|---|---|---|
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ 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:

……

NAME AND SURNAME DATE

……..... ……..

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**CONTENTS**

**PAGE NUMBER**


1. TENDER NOTICE & INVITATION TO TENDER ..... 2
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY ..... 9
2. CHECKLIST ..... 10
3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE ..... 11
4. AUTHORITY TO SIGN A BID ..... 12
5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES ..... 14
6. STANDARD CONDITIONS OF TENDER (CIDB) ..... 15
7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT ..... 29
8. GENERAL CONDITIONS OF TENDER ..... 38
9. MBD 4 – DECLARATION OF INTEREST ..... 40
10. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) ..... 43
11. **MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20** ..... 44
12. **MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES** ..... 55
13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION ..... 57
14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES ..... 59
15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) ..... 60
16. FORM OF INDEMNITY ..... 61
PART B – SPECIFICATIONS AND PRICING SCHEDULE ..... 62
17. SPECIFICATIONS ..... 63
**18. SCHEDULE OF PLANT AND EQUIPMENT** ..... 81
**19. SCHEDULE OF SUBCONTRACTORS** ..... 82
**20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS** ..... 83
**21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS** ..... 84
**22. FORM OF OFFER AND ACCEPTANCE** ..... 85
**23. PRICING SCHEDULE** ..... 87
**24. DECLARATION BY TENDERER** ..... 97

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

## 2. CHECKLIST

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

| | | | | |
|---|---|---|---|---|
| **Certificate of Virtual Meeting Attendance -** Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality? | **Yes** | | **No** | |
| **Authority to Sign a Bid -** Is the form duly completed and is a **certified copy** of the **resolution** attached? | **Yes** | | **No** | |
| **MBD 4** (Declaration of Interest) - Is the form duly completed and signed? | **Yes** | | **No** | |
| **MBD 5** - Is the form duly completed and signed? | **Yes** | | **No** | |
| **MBD 6.1** (Preference Points claim form for purchases/services) - Is the form duly completed and signed?<br>Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached?<br>(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?<br>Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested?<br>(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?<br>Is a valid **Letter of Good Standing** from the Compensation Commissioner attached? | **Yes** | | **No** | |
| **Form of Indemnity -** Is the form duly completed and signed? | **Yes** | | **No** | |
| **Pricing Schedule -** Is the form duly completed and signed? | **Yes** | | **No** | |
| **Form of Offer-** Is the form duly completed and signed? (If applicable) | **Yes** | | **No** | |
| **Declaration by Tenderer -** Is the form duly completed and signed? | **Yes** | | **No** | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

*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***

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 4. AUTHORITY TO SIGN A BID

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

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

**OR**

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

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

**OR**

### 2. COMPANIES AND/OR CLOSE CORPORATIONS

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

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

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

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

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

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

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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**OR**

**3. PARTNERSHIP**

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

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

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

**OR**

**4. CONSORTIUM**

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 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.**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 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.

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

**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**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**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):

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

*Where:*

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

*Pt = Price of bid under consideration; and*

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

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:

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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):

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

***Where:***

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

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

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

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

(ii) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

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

7) Regarding par 6(a)(i) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

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

- A tenderer must submit proof of its BBBEE status level contributor.

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

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

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

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

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

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

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

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

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Price**

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

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

***Where:***

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. “Day” means calendar day.

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

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

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

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

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

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

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

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

1.16. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

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

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

1.27. "Tort" means in breach of contract.

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

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

**2. Application**

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

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

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

**3. General**

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

**6. Patent rights**

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

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

**7. Performance security**

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

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

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

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

7.3.2. a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

**9. Packing**

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

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

**10. Delivery**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental**

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

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

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**14. Spare parts**

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

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

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

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

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

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

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

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

*General Conditions of Contract (revised July 2010)*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 8. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

**3. Where the value of an intended contract (or company turnover) will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances. The TOTAL price tendered will remain fixed.**

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

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

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

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

**9 Service Level Agreement**

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

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

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

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

**Inclusion in contract with consultants**

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

**11 Centralised Supplier Database**

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 9. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

**NB:**

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

## 4. DECLARATION

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

**CERTIFICATION**

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

**NB:**
**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2026/2027**

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

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price;

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

(c) Locality of supplier

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

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

### 2. DEFINITIONS

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

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

(g) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"proof of B-BBEE status level of contributor"** means:

**1)** B-BBEE Status level certificate issued by an authorized body or person;

**2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**3)** Any other requirement prescribed in terms of the B-BBEE Act;

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

(k) "**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
**80/20 or90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
**80/20 or90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

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

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

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

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

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

## 6. BID DECLARATION

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

7.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

| YES | | 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 | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| 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;

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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***

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**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"** | 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 –<br><br>(a) who are citizens of the Republic of South Africa by birth or descent; or<br>(b) who became citizens of the Republic of South Africa by naturalisation-<br>i. before 27 April 1994; or<br>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" |

EXAMPLE – DO NOT USE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | |
|---|---|
| **Definition of "Black Designated Groups"** | "Black Designated Groups means:<br><br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

EXAMPLE – DO NOT USE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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 100of 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 TotalRevenue 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 – DO NOT USE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**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 |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | |
|---|---|---|---|
| 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: | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

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

   3.1. take all reasonable steps to prevent such abuse;

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

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**:

In response to the invitation for the bid made by:

**STELLENBOSCH MUNICIPALITY**

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

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

*[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.*

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit, a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

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

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

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

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

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

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

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

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

**NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement 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** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

| COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) | |
|---|---|
| **Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.<br><br>In order to enter into this agreement, the following information is needed regarding the above-mentioned: | |
| Contractor's registration number with the office of the Compensation Commissioner: | |
| **NOTE:**<br><br>**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.** | |

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 16. FORM OF INDEMNITY

**INDEMNITY**

Given by (Name of Company) _____

of (registered address of Company) _____

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

_____in his capacity as (Designation) _____

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

to sign on behalf of the Contractor.

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# PART B – SPECIFICATIONS AND PRICING SCHEDULE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 17. SPECIFICATIONS

**REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030**

### 1. Introduction

The tender provides for the replacement of existing 11 kV switchgear and associated building alterations at various substations within the Stellenbosch Municipality area. The project aims to improve the reliability, safety and operational condition of the Municipality's medium-voltage electrical infrastructure. The works include electrical, civil and building activities required to facilitate the installation and commissioning of new 11 kV switchgear.

The Contractor will be responsible for the installation of Municipality-supplied switchgear, cable works, joints and terminations, testing and commissioning, as well as associated construction activities. Depending on the substation, the works may include temporary RMUs, miniature substations, LV boards, cable trenches and building alterations. The contract also requires compliance with the applicable technical specifications, drawings, statutory requirements and safety standards.

### 2. Background

Stellenbosch Municipality operates an electrical distribution network comprising various substations that supply electricity to consumers throughout the municipal area. The tender has been developed to address the replacement of existing 11 kV switchgear and associated infrastructure at identified substations, together with the building and civil modifications required to accommodate the new equipment.

The extent of work varies between substations according to their existing condition and configuration. Some sites require primarily the installation and commissioning of new switchgear, while others require more extensive civil and building works, including new or modified MV cable trenches, floors, ceilings, roofs, LV boards and auxiliary electrical installations.

### 3. Scope

The scope of work comprises the replacement, installation, integration, testing and commissioning of 11 kV switchgear at various Stellenbosch Municipality substations, together with all associated electrical, civil and building works necessary to deliver complete and operational installations. The Municipality will free-issue the new 11 kV switchgear, while the Contractor will be responsible for installation and associated construction activities.

The electrical works generally include removal of existing equipment, installation of new 11 kV switchgear, battery charging units and batteries where specified, cable diversion and reconnection, cable joints and terminations, LV feeder modifications, installation of miniature substations and LV boards, and final testing and commissioning. Temporary RMUs and miniature substations are to be installed at certain sites to facilitate safe transfer of the existing network while construction is undertaken.

Civil and building works vary according to the requirements of each substation and include demolition and reconstruction of substation floors, construction or modification of MV cable trenches, transformer plinths, structural repairs, roof replacement, ceilings, painting, doors, fencing and access gates. In some instances, the Contractor is required to construct a complete new 11 kV station building, including internal electrical installations, cable trays, cable ladders and trench covers.

The electrical installation also includes auxiliary AC supplies, distribution boards, socket outlets, lighting with emergency backup, and a substation earth mat. The specified earth mat comprises a buried 70 mm² bare copper conductor, with brazed connections and additional earth rods where required to achieve acceptable earth resistance.

The Contractor is additionally responsible for trenching and backfilling, testing, commissioning, removal and return of temporary equipment, site reinstatement and coordination of construction activities. A detailed construction programme must be submitted within 14 days of commencement, and local labour is required to be utilised as far as reasonably possible.

The completed works must comply with the tender specifications, approved drawings, applicable SANS requirements, statutory requirements and the Municipality's technical standards.

The scope of work comprises the replacement, installation, integration, testing and commissioning of 11 kV switchgear and associated electrical, civil and building works at various substations within the Stellenbosch Municipality area. The Contractor shall provide all labour, supervision, tools, equipment, transport and installation services necessary to complete the works in accordance with the tender specifications, approved drawings, Municipality requirements and applicable standards.

The works generally include the safe isolation and removal of existing 11 kV switchgear and associated equipment, installation of new Municipality free-issued 11 kV switchgear, and reconnection of existing 11 kV cables through approved joints and terminations. Where required, temporary RMUs and associated temporary supplies shall be installed to facilitate the safe transfer of electrical loads and maintain continuity of supply during construction.

The Contractor shall undertake all necessary MV and LV cable works, including cable installation, diversion, jointing, terminations, identification, testing and connection to existing and new equipment. Cable installations shall comply with the specified installation requirements, including approved bedding, trench depths, cable spacing, protection, warning tapes and testing requirements.

Civil and building works shall include the construction, modification or refurbishment of substation floors, MV cable trenches, transformer plinths, ceilings, roofs, doors, distribution boards, lighting, cable supports and other building infrastructure where required. Associated earthing works shall include installation and connection of the substation earth grid, earth conductors, earth straps and equipment earthing in accordance with the drawings and specifications.

The Contractor shall also undertake all required excavation, trenching, bedding, backfilling, compaction and reinstatement of disturbed areas. Existing underground services shall be identified and protected, and all reinstatement shall be completed to the satisfaction of the Engineer.

The completed installations shall be subjected to the required inspection, testing and commissioning, including cable and equipment testing, functional testing and verification of the completed installation before energisation. All temporary equipment shall subsequently be removed and returned to the Municipality where specified.

The Contractor shall comply with applicable Occupational Health and Safety requirements, construction regulations, SANS standards, Municipality specifications and approved drawings. A detailed construction programme shall be submitted within 14 days of commencement, and local labour shall be utilised as far as reasonably possible.

Key scope categories

- 11kV switchgear replacement and installation
- Temporary RMU and supply arrangements where applicable
- MV/LV cable installation, jointing and termination
- Removal of existing electrical equipment
- Civil works and cable trench modifications
- Substation building alterations and refurbishment
- Earthing and bonding
- Auxiliary AC/DC supplies and battery charging systems
- Protection, control and associated electrical installations
- Testing, commissioning and energisation
- Excavation, backfilling and site reinstatement
- Removal and return of temporary equipment
- Health, safety and environmental compliance
- Construction management, programming and coordination
- As-built documentation, test certificates and handover documentation

## 4. Technical Specifications

Replacement of 11 kV Switchgear and Associated Building Alterations

### 4.1 General

The works comprise the replacement of existing 11 kV switchgear at various Stellenbosch Municipality substations, including associated electrical, civil, building, earthing, cable, auxiliary supply, protection, testing and commissioning works.

The Contractor shall provide all labour, supervision, specialist personnel, tools, equipment, temporary works, transport, consumables and installation materials necessary to complete the works. The Municipality will free-issue the new 11 kV switchgear for installation.

The works shall be executed in accordance with the approved drawings, Municipality requirements, manufacturer's instructions and applicable standards. Building works shall comply with the National Building Regulations and Building Standards Act No. 103 of 1997 and SANS 10400.

### 4.2 Site Establishment and Preparation

The Contractor shall:

- Inspect and familiarise itself with each substation before commencing work.

- Confirm site access, existing conditions and working areas.
- Establish temporary site facilities, office and storage facilities.
- Protect existing equipment and infrastructure.
- Coordinate all outages, isolations and switching activities with the Municipality.
- Establish and maintain safe working areas.
- Provide suitable barricading around excavations and construction areas.
- Coordinate work with other contractors and service providers.
- Obtain necessary wayleaves and coordinate existing services before excavation.

The Contractor must have a site office and storage facilities for the duration of the contract.

### 4.3 Removal and Decommissioning of Existing Equipment

The Contractor shall safely disconnect and remove existing equipment identified for replacement, including where applicable:

- Existing 11 kV switchgear;
- Battery charging units;
- LV distribution boards;
- Local transformers;
- Associated cables and accessories;
- Existing equipment supports and ancillary equipment.

All equipment designated for return shall be carefully removed, transported and delivered to Stellenbosch Municipality stores.

A signed delivery note shall be obtained from the Municipal official receiving the equipment and submitted to the Engineer.

Where existing buildings, floors, trenches or other infrastructure are scheduled for demolition, the Contractor shall demolish, remove and dispose of the resulting rubble at an approved disposal facility.

### 4.4 Temporary Electrical Supply and RMU Arrangements

Where required to maintain continuity of supply during construction, the Contractor shall install temporary equipment supplied by the Municipality, including:

- Temporary RMUs;
- Temporary miniature substations;
- Temporary cable connections;
- Temporary LV supplies;
- Temporary plinths;
- Associated earthing.

The Contractor shall carry out all cable joints and terminations required to transfer the existing 11 kV circuits from the existing switchgear to temporary RMUs and subsequently from the temporary equipment to the new switchgear.

Temporary RMUs and miniature substations shall be securely locked during construction. Temporary equipment shall be removed after commissioning and returned to Municipal stores.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

### 4.5 11 kV Switchgear Installation

The Contractor shall install the Municipality's free-issued 11 kV switchgear in accordance with:

- Approved drawings;
- Manufacturer's installation instructions;
- Stellenbosch Municipality specifications;
- Applicable SANS standards;
- Approved protection and control schematics.

The Contractor shall ensure that:

- Switchgear is correctly positioned and levelled.
- Panels are securely fixed.
- Busbar connections are correctly installed.
- Cable compartments are correctly aligned.
- Cable terminations are correctly installed.
- Earthing connections are completed.
- Mechanical and electrical interlocks operate correctly.
- Control wiring is correctly connected.
- Protection and auxiliary circuits are correctly connected.
- Equipment identification and labels are installed.
- Clearances and access requirements are maintained.

A complete cold commissioning inspection shall be undertaken before energising.

### 4.6 MV Cable Installation

Where included in the site-specific requirements, the Contractor shall supply and/or install 11 kV cables as specified on the drawings.

The tender identifies 11 kV underground cables as 11/11 kV, stranded annealed copper, PILCDSTA belted cable, with cable sizes determined by the drawings.

Cable installation shall include:

- Cable route setting out;
- Excavation;
- Bedding;
- Cable laying;
- Cable spacing;
- Cable protection;
- Warning tape;
- Duct installation;
- Cable identification;
- Jointing;
- Termination;
- Testing;
- Backfilling;
- Compaction;

- Reinstatement.

MV cable trenches are specified at approximately 1 m excavation depth, with 100 mm bedding and a compacted sand blanket extending approximately 300 mm above the cables. Orange PVC warning sheet is required along the cable route.

Where street crossings are required, 160 mm PVC ducts shall be used, with one 11 kV cable per duct.

### 4.7 11 kV Cable Terminations

11 kV cable terminations shall be:

- 11 kV rated;
- Indoor heat-shrink type;
- Complete with RICS 3133 adaptors or approved equivalent;
- Complete with appropriate earthing kits and constant-force springs;
- Installed strictly in accordance with the manufacturer's instructions.

### 4.8 11 kV Cable Jointing

Where cable joints are required, the Contractor shall supply and install cast-iron 11 kV joints.

Cable lengths are provisional, and the Contractor must verify the required length before cutting. The tender specifically states that no joint will be permitted in cable lengths shorter than 300 m.

### 4.9 LV Cable Installation

Where required, LV cables shall be installed as specified.

- 600/1 000 V;
- Copper conductors;
- PVC/SWA/PVC construction;
- SANS 1507 compliance;
- Stellenbosch Municipality identification;

LV cable installation shall include ducts at road crossings, bedding, warning sheets, backfilling, termination, labelling and continuous earth conductor installation.

### 4.10 Substation Earthing

The Contractor shall provide and install the substation earthing system where required.

The earth mat shall generally comprise:

- 70 mm² bare copper conductor;
- Buried earth grid/foundation earth;
- Brazed connections;
- Earth bars;
- Equipment earth straps;
- Earth rods where required;

- Earthing of switchgear;
- Earthing of transformers;
- Earthing of metallic structures;
- Earthing of cable screens and associated equipment.

The 70 mm² bare copper conductor buried at least 1 m below finished ground level, with joints oxy-acetylene brazed using 3 mm Silbra alloy rods; crimping is not permitted for the specified earth-grid joints.

The required earth resistance values are:

| Installation | Maximum resistance |
|---|---|
| 11 kV switching/substation earth mat | 1 Ω |
| Transformer MV earth electrode | 2 Ω |
| Street furniture/LV earth electrode | 10 Ω |

Earth resistance measurements shall be witnessed by the Engineer.

### 4.11 Substation Building and Civil Works

Depending on the requirements shown on the drawings, the Contractor shall undertake:

- Demolition of existing floors;
- Excavation;
- Floor reconstruction;
- MV cable trench construction;
- Trench walls;
- Reinforced concrete;
- Waterproofing;
- Galvanised steel angle frames;
- Trench covers;
- Transformer plinths;
- Roof replacement;
- Ceiling replacement;
- Fascia and soffit replacement;
- Guttering and downpipes;
- Wall crack repairs;
- Painting;
- Doors;
- Floor finishes.

### 4.12 Building Electrical Installation

Where refurbishment is required, the Contractor shall install:

- 24-way single-phase distribution board;
- Circuit breakers;
- Switch socket outlets;
- Isolators;

- Internal wiring;
- Light switches;
- LED light fittings;
- Emergency lighting;
- Battery backup systems;
- Battery charging unit isolators.

The wiring shall be installed inside walls in PVC conduit. A 24-way flush-mounted distribution board is specified, with LED lighting incorporating four-hour emergency battery backup.

### 4.13 Battery Charging and DC Systems

Where specified, the Contractor shall install and connect Municipality free-issued battery charging units and associated batteries.

The works shall include:

- Positioning;
- Mounting;
- AC supply connection;
- DC connections;
- Battery connections;
- Protection;
- Earthing;
- Labelling;
- Functional testing.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

### 4.14 Protection and Control

The Contractor shall undertake pre-commissioning of the protection and control systems.

This shall include:

- Verification of protection wiring;
- Verification of CT/VT circuits where applicable;
- Relay testing;
- Protection settings;
- Trip circuit testing;
- Close circuit testing;
- Interlock testing;
- Functional testing;
- Control circuit testing;
- Verification of indication;
- Verification of alarms;
- Verification of supervisory/control systems where applicable.

### 4.15 Testing and Commissioning

Testing shall include, where applicable:

#### 4.15.1 Electrical tests

- MV cable pressure testing;
- Insulation resistance;
- Earth resistance;
- Earth continuity;
- Phase rotation;
- Polarity;
- Circuit breaker operation;
- Trip and close circuits;
- Protection relay operation;
- Earth leakage operation;
- LV circuit breaker operation;
- Mechanical operation;
- Control circuits;
- Emergency systems.

#### 4.15.2 Acceptance testing

Acceptance testing shall include:

- Switching procedures;
- Selected repeat performance tests;
- Protection operation;
- Control systems;
- Emergency systems.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 4.16 Documentation and Handover

The Contractor shall provide:

- Test certificates;
- Commissioning records;
- Protection settings;
- Cable test results;
- Earth resistance results;
- Equipment certificates;
- Manufacturer's certificates;
- Operating instructions;
- Maintenance manuals;
- Parts lists;
- As-built drawings;
- Equipment schedules;
- Final inspection records.

## 4.17 Emergency Exit Door

The Contractor shall supply, deliver, remove the existing door and install a new emergency exit door at Golf Substation, including all associated hardware, accessories, finishes, installation, adjustment, testing, cleaning and removal of installation debris.
The emergency exit shall provide a safe alternative escape route during an electrical emergency and shall be capable of being opened from the inside to the outside using an easily operated emergency opening mechanism.

### 4.17.1 Door Configuration

The emergency exit door shall comprise:

- Type: Double-leaf door with rebated edge.
- Configuration: Active/passive leaf.
- Overall opening: 1500 mm wide × 2670 mm high.
- Active leaf: Right-hand leaf with primary locking mechanism.
- Passive leaf: Left-hand leaf fitted with top and bottom flush bolts.
- Rebated edge: Overlapping rebate to improve security and weather sealing.

### 4.17.2 Door Construction

| Component | Minimum Requirement |
|---|---|
| Frame | Aluminium/steel as specified |
| Frame finish | Powder-coated |
| Door leaves | Reinforced frame with infill panels |
| Hinges | Heavy-duty, minimum 3 hinges per leaf |
| Lock | Multi-point locking system on active leaf |
| Flush bolts | Top and bottom of passive leaf |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | |
|---|---|
| Handles | Commercial-grade lever handles, internal and external |
| Door closer | Overhead door closer on active leaf |
| Threshold | Low-profile aluminium threshold with weather seal |
| Weather sealing | Perimeter seals and compression seals at rebate |
| Glazing | Where applicable, safety glass complying with relevant standards |

### 4.17.3 Emergency Operation

The door shall be configured so that persons inside the substation can open the emergency exit quickly and without difficulty during an emergency.
The emergency opening mechanism shall be readily accessible from the inside and shall not create an obstruction to escape.
The Contractor shall demonstrate the operation of the emergency exit to the Municipality during final inspection and commissioning.

### 4.17.4 Installation

The Contractor's installation shall include:

- Removal of the existing door.
- Preparation and inspection of the existing opening.
- Setting and levelling of the new frame.
- Shimming and packing.
- Anchoring of the frame to the structural opening.
- Hanging and alignment of both leaves.
- Installation of all hinges, locks, handles, flush bolts and door closer.
- Installation of weather seals and threshold.
- Adjustment of the locking and emergency-opening mechanisms.
- Final operational testing.
- Removal of construction waste and debris.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY




Figure 1: double door emergency exit (Metal) sample

## 4.18 Asbestos Roof Replacement

### 4.18.1 Scope of Work

**Pre-Works**

- Conduct a site inspection and asbestos survey/assessment (if not already available) to confirm extent, condition and quantity of Asbestos-Containing Material (ACM).
- Prepare and submit an asbestos removal work plan / method statement for approval prior to commencement.
- Notify the relevant Department of Employment and Labour and obtain all required permits and licences prior to commencement, where applicable.
- Establish site safety measures, including barricading, warning signage, restricted access and decontamination facilities.

**Removal and Disposal of Asbestos Roofing**

- Safely strip existing roof sheets, ridges, flashings, gutters and fasteners using approved wet-stripping/low-disturbance methods.
- Double-bag/wrap and label all asbestos waste in accordance with regulatory requirements.
- Transport and dispose of asbestos waste at a licensed hazardous waste disposal facility, with disposal certificates/safe disposal certificates provided to the Employer.
- Decontaminate the work area and carry out air monitoring/clearance testing by an accredited party prior to re-occupation or handover of the area, where required.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**New Roof Installation**

- Inspect, repair and, where necessary, replace roof structure/purlins/timber battens to receive the new roof covering.
- Supply and install new roof sheeting (e.g. IBR/corrugated fibre-cement-free or pre-coated steel sheeting, or as specified) complete with ridge capping, flashings, barge boards and fasteners.
- Supply and install new gutters and downpipes where affected or specified.
- Provide insulation and/or ceiling repairs where the roof works have disturbed existing ceilings, if applicable.
- Make good all areas disturbed by the works, including painting and finishes as required.

### 4.18.2 Health, Safety and Environmental Requirements

The following will be required before commencement of the work. Proof of certification will be required, **NOT at tender evaluation stage**:

- All asbestos removal work to be carried out by a contractor registered/licensed for asbestos abatement work with the Department of Employment and Labour.
- Workers to be medically certified fit for asbestos work and to use appropriate PPE and respiratory protection at all times.
- Compliance with the Construction Regulations, 2014 and the Asbestos Abatement Regulations, 2020.
- Submission of a Health and Safety Plan prior to commencement of works.

### 4.18.3 Handover and Documentation

The following will be required on completion of the work:

- Air clearance certificate confirming the area is safe for re-occupation.
- Waste disposal/safe disposal certificates from the licensed disposal facility.
- As-built information, warranties/guarantees on materials and workmanship, and completion certificate.

### 4.18.4 Key Constraints / Considerations

- Building may need to remain partially or fully vacated/unoccupied during removal works — timing to be coordinated with the Employer.
- Works to be programmed to minimise disruption to occupants/operations.
- Access, parking and laydown areas to be confirmed with the Employer prior to commencement.

### 4.18.5 Deliverables Summary

- Approved asbestos removal method statement and Health & Safety Plan
- Completed removal and lawful disposal of all asbestos roofing material
- New roof covering installed and weathertight
- Air clearance certificate and waste disposal certificates
- Completion/handover certificate

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 4.19 Substation Yard Stoning

### General

The Contractor shall supply and lay a compacted crushed stone surface within the substation yard to provide a safe, well-drained, weed-free working surface and to reduce step/touch potential hazards around electrical equipment.

### Scope of Work

- Clear and grub the yard area of vegetation, topsoil and debris
- Excavate/level the area to the required sub-grade
- Apply a weed suppressant membrane (geotextile fabric) over the prepared sub-grade
- Supply and spread crushed stone (19 mm nominal, river stone or crusher-run, as specified) to a minimum compacted thickness of 100 mm
- Compact and finish to an even grade, falling away from the substation building/equipment for drainage
- Stone shall be clean, free of fines and organic material, and of a type that does not readily conduct or retain moisture against equipment bases

## 4.20 Applicable Standards

The following minimum specifications will form an integral part of the contract as applicable, but are not provided with this document:

| | | |
|---|---|---|
| SANS 507 / NRS 034 | - | GUIDELINES FOR THE PROVISION OF ELECTRICITY DISTRIBUTION NETWORKS IN RESIDENTIAL AREAS |
| SANS 1200 AA | - | GENERAL (SMALL WORKS) |
| SANS 1200 C | - | SITE CLEARANCE |
| SANS 1200 LC | - | CABLE DUCTS |
| SANS 1029 / NRS 004 | - | MINIATURE SUBSTATIONS FOR RATED AC VOLTAGES UP TO 24KV |
| SANS 10198 | - | THE SELECTION, HANDLING AND INSTALLATION OF ELECTRIC POWER CABLES OF RATING NOT EXCEEDING 33KV |
| SANS 097 | - | ELECTRIC CABLES – IMPREGNATED PAPER-INSULATED METAL-SHEATHED CABLES FOR RATED VOLTAGES 3,3/3,3 KV TO 19/33 KV |
| SANS 1339 | - | ELECTRIC CABLES – CROSS LINKED POLYETHYLENE (XLPE) INSULATED CABLES FOR RATED VOLTAGES 3,8/6,6 KV TO 19/33 KV |
| SANS 1507 | - | LOW VOLTAGE POWER CABLES |
| SANS 10142-1 | - | THE WIRING OF PREMISES PART 1 |
| SANS 60056 | - | HIGH VOLTAGE ALTERNATING CURRENT CIRCUIT BREAKERS |
| SANS 60265-1 | - | HIGH VOLTAGE SWITCHES PART 1 : SWITCHES RATED FOR VOLTAGES 1KV AND LESS THAN 52KV |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | |
|---|---|---|
| SANS 62271-200 | - | METAL ENCLOSED SWITCHGEAR AND CONTROL GEAR FOR RATED VOLTAGES OBOVE 1KV UP TO AND INCLUDING 11KV. |
| SANS 156 | - | MOULDED-CASE CIRCUIT BREAKERS |
| SANS 1524-1 | - | ELECTRICITY PAYMENT SYSTEMS PART 1 : PREPAYMENT METERS |
| SANS 1619 | - | SMALL POWER DISTRIBUTION UNITS (READY BOARDS) FOR SINGLE PHASE 230V SERVICE CONNECTIONS |
| SANS 60044 | - | INSTRUMENTATION TRANSFORMERS |
| SANS 1652 | - | BATTERY CHARGERS – INDUSTRIAL TYPE |
| SANS 10199 | - | THE DESIGN AND INSTALLATION OF AN EARTH ELECTRODE |
| SANS 10292 | - | EARTHING OF LOW-VOLTAGE (LV) DISTRIBUTION SYSTEMS |
| NRS 056 | - | SERVICE DISTRIBUTION BOXES – METER KIOSKS AND DISTRIBUTION KIOSKS |

### 4.21 Applicable Standards and Legislation for asbestos replacement

OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

ASBESTOS ABATEMENT REGULATIONS, 2020

CONSTRUCTION REGULATIONS, 2014

NATIONAL ENVIRONMENTAL MANAGEMENT: WASTE ACT, NO. 59 OF 2008

SANS 10400 – THE NATIONAL BUILDING REGULATIONS

RELEVANT MUNICIPAL BY-LAWS AND WASTE DISPOSAL REQUIREMENTS

## 5. Special conditions of tender

The Municipality will not be bound to consider alternative offers.

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

5.2 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.

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**Hours of Service**

5.6 The Tenderer shall ensure that the key personnel declared in this tender are available five days a week, Monday to Friday, excluding public holidays that fall on these days. Normal working hours shall be 8:00 to 16:30 Monday to Friday.

5.7 The Tenderer 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. I such instances, the Tenderer will be informed in writing by a duly authorized municipal representative.

**Project insurance**

5.8 The insured amount shall be 100 % of the final contract price, including replacement values of the equipment.

5.9 A third-party insurance provided by the Tenderer must remain in full force for the duration of this project.

## 6. Tender Evaluation

6.1 All tenders received will be evaluated 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.

All items will be evaluated in total, and the tender awarded to one Tenderer.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

# 7. Pre-Qualification

## 7.1 Compulsory Clarification Meeting

The tenderer must have attended the compulsory clarification meeting. The tender further requires that the tenderer be represented by a person suitably qualified and experienced to understand the implications of the works.

## 7.2 CIDB Registration – 4EP

The tenderer must be registered with the Construction Industry Development Board (CIDB) or be capable of obtaining the required registration before evaluation, in a contractor grading designation applicable to the tender value for 4EP – Electrical Engineering Works: Infrastructure.

A CIDB registration certificate must be submitted with the tender.

## 7.3 Key Personnel

The successful Tenderer 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 a person with a valid OHVRS certification in the employment of the Tenderer for the duration of the project shall be submitted with the tender.

Include brief CVs outlining staff experience, together with copies of relevant qualifications, for all personnel who will be operational on site for the duration of the contract. Failure to submit this information will prejudice the Tenderer, as it will be deemed that the Tenderer is insufficiently resourced, and the tender will be rejected on this basis.

### 7.3.1 The tenderer shall have the following key personnel

- 1 x Supervisor / Project Leader
- 2 x Artisans OR 2 Technicians OR 1 Artisan & 1 Technician
- 2 x Artisan Assistants OR 2x Technician Assistants

### 7.3.2 Training of Staff

The Supervisors/Project Leader or Artisan or Technician excluding Artisan/Technician Assistant shall have valid Responsible Persons Certificates in terms of NRS 040. A Health & Safety Officer shall have a valid First Aid Level 1 certificate and valid Basic Fire Fighting certificate.

### 7.3.3 Supervisor/Project Leader

The Supervisor/Project Leader shall have NQF level 7 qualification and a minimum of five (5) years post qualification experience in installation, commissioning and testing of medium voltage equipment.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

### 7.3.4 Artisan or Technician

The Artisan or Technician shall have a Trade Test (Electrical) or NQF level 6 qualification in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority). The Trade Test certificate certified by a relevant SETA. A minimum of three (3) years post qualification experience in installation, commissioning and testing of medium voltage equipment.

### 7.3.5 Artisan Assistant/Technician Assistant

The Maintenance Assistant will assist the Artisan or Technician and shall have at least 6 months experience in assisting with installation, commissioning and testing of medium voltage equipment. The CVs shall indicate the employer, start and end dates of each period declared and the description of the work performed for each period.

### 7.3.6 Health & Safety Officer

The Health & Safety Officer shall have a minimum of 3 years construction experience and a valid First Aid Level 1 certificate and valid Basic Fire Fighting certificate.

### 8.1 Similar projects successfully completed

**Requirement for Submission of References with Tender Submission**

**Purpose:**

The submission of references is a critical part of the tender process to demonstrate the bidder's experience, reliability, and ability to meet the requirements of the project. Bidders must provide a minimum of 3 (Three) references to support their tender submission.

References for projects must be based on completed projects within the last 5 years.

**Reference Content:**
Each reference must include the following details:

**Client Name**: The name of the organization or individual for whom the work was completed.
**Project Title/Description**: A brief description of the project, including the scope of work and key deliverables.
**Project Value**: The total value of the project or contract.
**Completion Date**: The start and completion dates of the project.

**Eligibility of References:**

References must be completed on the schedule provided in the tender document (Completed Contracts)
References must be submitted with the tender proposal by the tender submission deadline.
Bidders may be required to provide additional details or clarification about the references upon request.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 18. 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/RENTED AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.** | | | |
|---|---|---|---|
| **QUANTITY** | **DESCRIPTION** | **SIZE** | **CAPACITY** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 19. SCHEDULE OF SUBCONTRACTORS

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

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

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

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

Attach additional pages if mores space is required.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

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

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

Attach additional pages if mores space is required.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 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**: **24/27**

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: | **Rates based tender** |
| 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.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 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.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## 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.

**BILL OF QUANTITIES – REPLACEMENT OF 11KV SWITCHGEAR AND ASSOCIATED BUILDING ALTERATIONS AT VARIOUS SUBSTATIONS IN STELLENBOSCH MUNICIPALITY AREA (WC024) FOR THE PERIOD ENDING 30 JUNE 2030**

**NB: Please price per Unit. Estimated quantities are only used for evaluation purposes.**

| ITEM | DESCRIPTION | Estimated Quantities | UNIT | QTY | Unit Price (Excl.Vat) 2027/2028 | Unit Price (Excl.Vat) 2028/2029 | Unit Price (Excl.Vat) 2029/2030 |
|---|---|---|---|---|---|---|---|
| **A** | **PRELIMINARIES AND GENERAL** | | | | | | |
| A.1 | Site establishment, mobilisation and demobilisation | 10 | Per Sub | 1 | **R** | **R** | **R** |
| A.2 | Site office and storage facilities | 10 | Office | 1 | **R** | **R** | **R** |
| A.3 | Temporary fencing, barricading and protection | 10 | Per Sub | 1 | **R** | **R** | **R** |
| A.4 | Construction programme | 10 | Per Sub | 1 | **R** | **R** | **R** |
| A.5 | Safety, environmental and statutory compliance | 10 | Per Sub | 1 | **R** | **R** | **R** |
| **B** | **DECOMMISSIONING AND REMOVAL** | | | | | | |
| B.1 | Disconnect and remove existing 11kV switchgear | 10 | Bay | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| B.2 | Disconnect and remove existing battery charger/BTU | 10 | Per Sub | 1 | **R** | **R** | **R** |
| B.3 | Disconnect and remove existing LV board | 10 | Per Sub | 1 | **R** | **R** | **R** |
| B.4 | Remove local transformer where specified | 10 | Each | 1 | **R** | **R** | **R** |
| B.5 | Transport removed equipment to Municipal stores | 10 | Bay | 1 | **R** | **R** | **R** |
| B.6 | Demolish existing building/floor where specified | 500 | $m^2$ | 1 | **R** | **R** | **R** |
| B.7 | Remove rubble to approved disposal facility | 10 | Per tonne | 1 | **R** | **R** | **R** |
| **C** | **TEMPORARY SUPPLY / RMU WORKS** | | | | | | |
| C.1 | Install temporary 3-way RMU – free issued | 33 | Each | 1 | **R** | **R** | **R** |
| C.2 | Install temporary 4-way RMU – free issued | 25 | Each | 1 | **R** | **R** | **R** |
| C.3 | Install temporary 5-way RMU – free issued | 20 | Each | 1 | **R** | **R** | **R** |
| C.4 | Supply/install RMU concrete plinth | 20 | Each | 1 | **R** | **R** | **R** |
| C.5 | Install temporary miniature substation – free issued | 10 | Each | 1 | **R** | **R** | **R** |
| C.6 | Supply/install miniature-substation plinth | 10 | Each | 1 | **R** | **R** | **R** |
| C.7 | Temporary RMU earth mat | 10 | Each | 1 | **R** | **R** | **R** |
| C.8 | Temporary minisub earth mat | 10 | Each | 1 | **R** | **R** | **R** |
| C.9 | Temporary cable joints and terminations | 100 | Each | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| C.10 | Remove temporary RMU and return to Municipal stores | 20 | Each | 1 | **R** | **R** | **R** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **D** | **11kV SWITCHGEAR** | | | | | | |
| D.1 | Install 11kV SafePlus feeder panel – free issued | 10 | Each | 1 | **R** | **R** | **R** |
| D.2 | Install 11kV SafePlus bus-section panel – free issued | 10 | Each | 1 | **R** | **R** | **R** |
| D.3 | Mechanical assembly and alignment of switchboard | 100 | Bay | 1 | **R** | **R** | **R** |
| D.4 | Control and auxiliary wiring | 100 | Panel | 1 | **R** | **R** | **R** |
| D.5 | Switchgear earthing and bonding | 100 | Panel | 1 | **R** | **R** | **R** |
| D.6 | Cold commissioning of 11kV switchboard | 100 | Bay | 1 | **R** | **R** | **R** |
| **E** | **MV CABLES** | | | | | | |
| E.1 | Supply/install 11kV Cu cable, size as drawing | 100 | m | 1 | **R** | **R** | **R** |
| E.2 | Supply/install 11kV Al cable, size as drawing | 100 | m | 1 | **R** | **R** | **R** |
| E.3 | 11kV cable trench excavation | 100 | $m^3$ | 1 | **R** | **R** | **R** |
| E.4 | Imported/suitable cable bedding material | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| E.5 | Cable sand blanket | 100 | $m^3$ | 1 | **R** | **R** | **R** |
| E.6 | Orange warning tape | 100 | m | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| E.7 | 160mm PVC road-crossing duct | 100 | m | 1 | **R** | **R** | **R** |
| E.8 | MV cable protective concrete slabs | 100 | m | 1 | **R** | **R** | **R** |
| E.9 | 11kV heat-shrink termination with RICS adaptor | 100 | Each | 1 | **R** | **R** | **R** |
| E.10 | 11kV compound-filled cast-iron cable joint | 100 | Each | 1 | **R** | **R** | **R** |
| E.11 | Cable identification and markers | 100 | Each | 1 | **R** | **R** | **R** |
| E.12 | MV cable pressure testing | 100 | Bay | 1 | **R** | **R** | **R** |

| **F** | **LV CABLES** | | | | | | |
|---|---|---|---|---|---|---|---|
| F.1 | 600/1000V PVC/SWA/PVC copper cable | 100 | m | 1 | **R** | **R** | **R** |
| F.2 | LV cable trench excavation | 100 | m³ | 1 | **R** | **R** | **R** |
| F.3 | LV cable bedding | 100 | m³ | 1 | **R** | **R** | **R** |
| F.4 | LV warning tape | 100 | m | 1 | **R** | **R** | **R** |
| F.5 | 110mm PVC road-crossing duct | 100 | m | 1 | **R** | **R** | **R** |
| F.6 | LV cable termination with crimped lugs and shrouds | 100 | Each | 1 | **R** | **R** | **R** |
| F.7 | Continuous earth conductor with LV cable | 100 | m | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| F.8 | LV cable testing | 100 | Bay | 1 | **R** | **R** | **R** |
| **G** | **EARTHING** | | | | | | |
| G.1 | 70mm² bare copper earth grid | 100 | $m^2$ | 1 | **R** | **R** | **R** |
| G.2 | Brazed earth-grid connections | 100 | Each | 1 | **R** | **R** | **R** |
| G.3 | Earth rods | 100 | Each | 1 | **R** | **R** | **R** |
| G.4 | Earth bar complete with insulators | 100 | Each | 1 | **R** | **R** | **R** |
| G.5 | Equipment earth straps | 100 | m | 1 | **R** | **R** | **R** |
| G.6 | Transformer earthing | 10 | Each | 1 | **R** | **R** | **R** |
| G.7 | RMU/minisub earth connection | 100 | Each | 1 | **R** | **R** | **R** |
| G.8 | Earth resistance testing and report | 10 | Each | 1 | **R** | **R** | **R** |
| **H** | **CIVIL AND BUILDING WORKS** | | | | | | |
| H.1 | Demolish existing concrete floor | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.2 | Excavation for MV cable trenches | 100 | $m^3$ | 1 | **R** | **R** | **R** |
| H.3 | Compacted under-floor filling | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.4 | Reinforced concrete trench floor | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.5 | Reinforced concrete trench walls | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.6 | New reinforced concrete floor | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.7 | Galvanised steel trench angle frame | 10 | $m^3$ | 1 | **R** | **R** | **R** |
| H.8 | Fibreglass trench covers | 10 | m | 1 | **R** | **R** | **R** |
| H.9 | Transformer plinth | 10 | Each | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| H.10 | Roof replacement | 10 | m² | 1 | **R** | **R** | **R** |
| H.11 | Ceiling brandering | 10 | m² | 1 | **R** | **R** | **R** |
| H.12 | 6mm NUTEC or equivalent ceiling boards | 100 | m² | 1 | **R** | **R** | **R** |
| H.13 | Wall crack repairs | 10 | Sum | 1 | **R** | **R** | **R** |
| H.14 | Guttering and downpipes | 100 | m | 1 | **R** | **R** | **R** |
| H.15 | Doors and associated hardware | 10 | Each | 1 | **R** | **R** | **R** |
| **I** | **SUBSTATION ELECTRICAL INSTALLATION** | | | | | | |
| I.1 | 24-way single-phase distribution board | 10 | Each | 1 | **R** | **R** | **R** |
| I.2 | Circuit breakers and protection devices | 250 | Board | 1 | **R** | **R** | **R** |
| I.3 | Switch socket outlets | 30 | Each | 1 | **R** | **R** | **R** |
| I.4 | Isolators | 20 | Each | 1 | **R** | **R** | **R** |
| I.5 | Internal wiring in PVC conduit | 100 | Per Sub | 1 | **R** | **R** | **R** |
| I.6 | LED light fittings | 50 | Each | 1 | **R** | **R** | **R** |
| I.7 | Emergency lighting/battery backup | 50 | Each | 1 | **R** | **R** | **R** |
| I.8 | Battery charging unit – install/connect, free issued | 20 | Each | 1 | **R** | **R** | **R** |
| I.9 | Battery installation – free issued | 10 | Set | 1 | **R** | **R** | **R** |
| **J** | **SUBSTATION FIXTURES AND SAFETY** | | | | | | |
| J.1 | 6mm PVC floor tiles | 100 | m² | 1 | **R** | **R** | **R** |
| J.2 | 9kg DCP fire extinguisher | 10 | Each | 1 | **R** | **R** | **R** |
| J.3 | 5kg $CO_2$ fire extinguisher | 10 | Each | 1 | **R** | **R** | **R** |
| J.4 | Lockable wall-mounted first-aid box | 10 | Each | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| J.5 | Statutory fire/first-aid signage | 10 | Per Sub | 1 | **R** | **R** | **R** |
| J.6 | Danger notices and safety signs | 10 | Sum | 1 | **R** | **R** | **R** |
| J.7 | Safety board, 1.2m × 2.4m | 10 | Each | 1 | **R** | **R** | **R** |
| J.8 | Writing/inspection table | 10 | Each | 1 | **R** | **R** | **R** |
| **K** | **PROTECTION, CONTROL AND COMMISSIONING** | | | | | | |
| K.1 | Protection study | 10 | Per Sub | 1 | **R** | **R** | **R** |
| K.2 | Protection relay testing | 100 | Panel | 1 | **R** | **R** | **R** |
| K.3 | Protection relay setting | 100 | Panel | 1 | **R** | **R** | **R** |
| K.4 | Control circuit testing | 100 | Panel | 1 | **R** | **R** | **R** |
| K.5 | Trip/close circuit testing | 100 | Panel | 1 | **R** | **R** | **R** |
| K.6 | Interlock testing | 100 | Panel | 1 | **R** | **R** | **R** |
| K.7 | Cold commissioning | 100 | Panel | 1 | **R** | **R** | **R** |
| K.8 | Final commissioning | 100 | Panel | 1 | **R** | **R** | **R** |
| K.9 | Supervisory/control system commissioning | 100 | Panel | 1 | **R** | **R** | **R** |
| K.10 | Acceptance testing | 100 | Panel | 1 | **R** | **R** | **R** |
| **L** | **TESTING AND DOCUMENTATION** | | | | | | |
| L.1 | MV cable pressure test certificates | 100 | Bay | 1 | **R** | **R** | **R** |
| L.2 | Earth resistance test certificates | 100 | Each | 1 | **R** | **R** | **R** |
| L.3 | Switchgear manufacturer's certificates | 100 | Set | 1 | **R** | **R** | **R** |
| L.4 | Inspection and test records | 100 | Set | 1 | **R** | **R** | **R** |
| L.5 | As-built drawings | 100 | Set | 1 | **R** | **R** | **R** |
| L.6 | Operating and maintenance manuals | 100 | Set | 1 | **R** | **R** | **R** |
| L.7 | Final handover documentation | 10 | Set | 1 | **R** | **R** | **R** |
| **M** | **REINSTATEMENT AND CLOSE-OUT** | | | | | | |
| M.1 | Backfilling and compaction | 100 | m³ | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| M.2 | Road reinstatement | 100 | m² | 1 | **R** | **R** | **R** |
| M.3 | Pavement/sidewalk reinstatement | 100 | m² | 1 | **R** | **R** | **R** |
| M.4 | Removal of temporary works | 10 | Per Sub | 1 | **R** | **R** | **R** |
| M.5 | Final cleaning of substation | 10 | Per Sub | 1 | **R** | **R** | **R** |
| M.6 | Site reinstatement | 10 | Per Sub | 1 | **R** | **R** | **R** |
| **N** | **EMERGENCY EXIT DOOR** | | | | | | |
| N.1 | **Double-leaf emergency exit door**, 1500 × 2670 mm, complete with reinforced leaves, frame, rebate, heavy-duty hinges, multi-point lock, flush bolts, handles, door closer, threshold and weather seals | 10 | Each | 1 | **R** | **R** | **R** |
| N.2 | Removal and disposal/return of existing emergency exit door, including frames, hardware and associated materials | 10 | Each | 1 | **R** | **R** | **R** |
| N.3 | Supply and application of **grey external metal paint**, matching existing substation colour | 10 | Each | 1 | **R** | **R** | **R** |
| N.4 | Installation of new emergency exit door, including frame fixing, alignment, hardware, seals, threshold and adjustment | 10 | Each | 1 | **R** | **R** | **R** |
| **O** | **ASBESTOS ROOF REPLACEMENT** | | | | | | |
| | **Preliminaries** | | | | | | |
| O.1 | Site establishment, safety signage and barricading | 10 | Per Sub | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| O.2 | Asbestos removal method statement & H&S plan | 10 | Per Sub | 1 | **R** | **R** | **R** |
| | **Asbestos Removal & Disposal** | | | | | | |
| O.3 | Asbestos survey/assessment prior to removal | 10 | Per Sub | 1 | **R** | **R** | **R** |
| O.4 | Strip and remove existing AC roof sheeting (wet-strip method) | 500 | m² | 1 | **R** | **R** | **R** |
| O.5 | Remove ridge capping, flashings and barge boards | 100 | m | 1 | **R** | **R** | **R** |
| O.6 | Double-bag, label and load asbestos waste | 100 | m² | 1 | **R** | **R** | **R** |
| O.7 | Transport and lawful disposal at licensed hazardous waste facility | 100 | m² | 1 | **R** | **R** | **R** |
| O.8 | Air clearance/monitoring by accredited party | 10 | Each | 1 | **R** | **R** | **R** |
| | **New Roof Installation** | | | | | | |
| O.9 | Inspect/repair roof structure, purlins and battens | 10 | Per Sub | 1 | **R** | **R** | **R** |
| O.10 | Supply and install new roof sheeting (non-asbestos, spec TBC) | 100 | m² | 1 | **R** | **R** | **R** |
| O.11 | Supply and install ridge capping and flashings | 100 | m | 1 | **R** | **R** | **R** |
| O.12 | Supply and install gutters and downpipes | 100 | m | 1 | **R** | **R** | **R** |
| O.13 | Make good ceilings/finishes disturbed by works | 10 | Per Sub | 1 | **R** | **R** | **R** |
| | **Documentation & Handover** | | | | | | |
| O.14 | Waste disposal certificates | 10 | Set | 1 | **R** | **R** | **R** |
| O.15 | Air clearance certificate | 10 | Set | 1 | **R** | **R** | **R** |
| O.16 | Completion/handover certificate | 10 | Set | 1 | **R** | **R** | **R** |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **P** | **SUBSTATION YARD STONING** | | | | | | |
| P.1 | Site clearance and preparation of substation yard | 500 | m² | 1 | **R** | **R** | **R** |
| P.2 | Supply and install geotextile weed-suppressant membrane | 500 | m² | 1 | **R** | **R** | **R** |
| P.3 | Supply, spread and compact 19mm crushed stone, 100mm thick | 500 | m² | 1 | **R** | **R** | **R** |
| P.4 | Edging/kerbing to yard perimeter (if specified) | 500 | m | 1 | **R** | **R** | **R** |
| | **SUB-TOTAL (Ex VAT)** | | | | | | |
| | **VAT** | | | | | | |
| | **SUB-TOTAL (Incl VAT)** | | | | | | |
| | **GRAND TOTAL** | | | | | | |

## 24. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of the 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 | |