

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM: 07/24: HOT WATER LOAD CONTROL (HWLC) PROJECT - NEW INSTALLATIONS AND MAINTENANCE OF NEW/EXISTING NETWORK AND SUPPLY AND DELIVERY OF HARDWARE UNTIL 30 JUNE 2026

TENDER NUMBER: B/SM 07/24

DESCRIPTION: HOT WATER LOAD CONTROL (HWLC) PROJECT - NEW INSTALLATIONS AND MAINTENANCE OF NEW/EXISTING NETWORK AND SUPPLY AND DELIVERY OF HARDWARE UNTIL 30 JUNE 2026

CLOSING DATE: 18 September 2023

CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.

INFORMATION:

Tender Specifications: Victor Dyusha at 021 808 8334: e-mail: Victor.Dyusha@stellenbosch.gov.za

SCM Requirements: Gerald Kraukamp at 021 808 8519: e-mail: Gerald.Kraukamp@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting will be held on **31 August 2023 at 10:00**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Victor Dyusha at Victor.Dyusha@stellenbosch.gov.za the necessary contact details (company, email address and cell phone number) at least 48 working hours prior (**29 August 2023 at 10:00**) to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant, or did not give the contact details on time will also regard as non-compliant. Provision for load shedding must be made.

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: 07/24 HOT WATER LOAD CONTROL (HWLC) PROJECT - NEW INSTALLATIONS AND MAINTENANCE OF NEW/EXISTING NETWORK AND SUPPLY AND DELIVERY OF HARDWARE UNTIL 30 JUNE 2026**,” clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

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

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

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

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R262,50 per document**.

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM: 07/24 WARMWATERBELADINGBEHEER (HWLC) PROJEK - NUWE INSTALLASIES EN ONDERHOUD VAN NUWE/BESTAANDE NETWERK EN VOORSIENING EN AFLEWERING VAN HARDEWARE TOT 30 JUNIE 2026

TENDER NOMMER: **B/SM 07/24**

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SLUITINGSDATUM: **18 September 2023**

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

NAVRAE:

Tender spesifikasies: Victor Dyusha by 021 808 8334: e-pos: Victor.Dyusha@stellenbosch.gov.za

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Kantoor Ure: 08h00-15h30

'n **Verpligte aanlyn inligtingssessie** sal gehou word op **31 Augustus 2023 om 10:00**. Die verpligte inligtingssessie sal via die **Microsoft Teams-app** gehou word. Tenderaars moet die app aflaai. U word hiermee versoek om kontakbesonderhede, van die kontakpersoon wat die vergadering gaan bywoon, die naam van u onderneming, e-posadres en selfoonnommer aan Victor Dyusha by Victor.Dyusha@stellenbosch.gov.za te verstrek, met verwysing na die tendernommer ten minste 48 werks-ure voor die vergadering (**29 Augustus 2023 om 10:00**) om die departement in staat te stel om 'n virtuele vergadering op te stel. Tenderaars wat nie hul kontakbesonderhede vir die virtuele vergadering verstrek nie, sal as nie-nakomend beskou word. Die bidder moet kragonderbreuking in ag neem. Die end-verbruiker sal die skakel vir u aanstuur.

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 07/24: WARMWATERBELADINGBEHEER (HWLC) PROJEK - NUWE INSTALLASIES EN ONDERHOUD VAN NUWE/BESTAANDE NETWERK EN VOORSIENING EN AFLEWERING VAN HARDEWARE TOT 30 JUNIE 2026,"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB Status	20
Total punte vir prys en BBSEB	100

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) 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 **R262,50 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 07/24

**HOT WATER LOAD CONTROL (HWLC) PROJECT - NEW INSTALLATIONS AND
MAINTENANCE OF NEW/EXISTING NETWORK AND SUPPLY AND DELIVERY OF
HARDWARE UNTIL 30 JUNE 2026**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 74):	
BBBEE LEVEL	

AUGUST 2023

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Victor Dyusha
Manager: Dwarsrivier,
Metering and Loss control
Tel. Number: **021 808 8334**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 07/24	CLOSING DATE:	18 September 2023	CLOSING TIME:	12:00
DESCRIPTION	HOT WATER LOAD CONTROL (HWLC) PROJECT - NEW INSTALLATIONS AND MAINTENANCE OF NEW/EXISTING NETWORK AND SUPPLY AND DELIVERY OF HARDWARE UNTIL 30 JUNE 2026				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]			
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R			
5. SIGNATURE OF BIDDER			6. DATE				
7. CAPACITY UNDER WHICH THIS BID IS SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:				
DEPARTMENT	SCM		CONTACT PERSON	Victor Dyusha			
CONTACT PERSON	Gerald Kraukamp		TELEPHONE NUMBER	021 808 8334			
TELEPHONE NUMBER	021 808 8519		FACSIMILE NUMBER				
FACSIMILE NUMBER			E-MAIL ADDRESS	Victor.Dyusha@ Stellenbosch.gov.za			
E-MAIL ADDRESS	Gerald.Kraukamp@ Stellenbosch.gov.za						



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

.....
.....



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



2. CHECKLIST

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

Certificate of Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT MUST BE AN ORIGINAL AND NOT A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY(Locality N/A for this tender)).	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

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

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

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP



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

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

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

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



6. 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.



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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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

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

NB:

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and BEE (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.(N/A)

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

2. DEFINITIONS

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

- ### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

80/20 or **90/10**

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

Pt = Price of bid under consideration



P_{min} = 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

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = 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) N/A

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

B-BBEE Status Level of Contributor	Number of Points for Preference System 80/20	Number of Points for Preference System 90/10
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	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 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)? N/A

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) N/A



8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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 TO CLAIM POINTS

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

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

NB!

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



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

3. I hereby declare under Oath that:

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

NB!

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.



5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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



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

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

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



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

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

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

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



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

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

- 1.1. 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.
- 1.2. **The tender specification consists of two (2) sections namely;**
Section A – Maintenance, installation and expansion of the existing and new hot water load control network.
Section B - Supply and delivery of hot water load control hardware.
- 1.3. Bidders can submit their offers for **either section A or Section B or Both**. Tender for all items in a Section.
- 1.4. Only bidders that comply with all the requirements of section A or Section B or both of this tender shall be considered for further evaluation.
- 1.5. This tender will be awarded per section bidders submitted offers for and must comply with all the specification.

2 Scope of Works

The aim of this project is to control electrically connected hot water cylinders during the peak and standard periods and this will result in the automatic interruption of hot water cylinders (water heaters/geysers) during certain times of the day. The interruption times will be communicated by the municipality to all customers with hot water cylinders control devices installed in their household. To date, approximately 10 000 units are installed in the greater Stellenbosch area including Franschhoek where residents make use of traditional electrical geyser systems to supply hot water to the respective household. The Municipality wishes to expand and do some maintenance on the network by installing more of these units in all areas of Stellenbosch as well as audit the existing infrastructure for functionality and quality of the installation.

The amount of installations shall depend on the amount of control devices available to the contractor. Control devices shall be purchased subject to availability of funds on the project. The municipality will supply a list of targeted areas/addresses which will require a relay/control devices to be installed. This is a binding contract and it will be regarded to be complete as soon as all available control devices have been installed. Withdrawal from site before all control devices have been installed and are showing online, will be regarded as a breach of contract. It will be expected of the successful bidder to be available for comebacks and call outs after the last geyser control device installation which will include possible call outs, complaints, and enquiries. The workmanship of each installation completed by the

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successful contractor shall be under warrantee for 12 months as from the date on which the installation acceptance certificate is successfully handed over and accepted by the Municipality.

2.1 Services required under this contract include the following:

- 2.1.1 Installation of newly supplied relays/control devices in residential homes which could not be reached during the first and second installation phases (one device per geyser)
- 2.1.2 Replacement of faulty device in a residential home – Mondays to Fridays during normal working hours with the possibility of an occasional after hour/Saturday call-out facility if necessary.
- 2.1.3 Audit of GCD/relay/control device (per unit)
- 2.1.4 Installation of kiosk signal extenders
- 2.1.5 Installation of pole mounted solar extender
- 2.1.6 Maintenance and updates (software and database) on existing ecWIN and ecControl system
- 2.1.7 Adding newly installed control devices on the existing ecControl system
- 2.1.8 Switching on and off the installed control devices during the times approved by the municipality.
- 2.1.9 Compile monthly performance report of the installed devices.

2.2 Essential requirements for the successful bidder

- 2.2.1 All residential installations (new and repairs) shall be completed by a qualified electrician or competent person. Proof of such accreditation shall be issued with this tender for evaluation purposes. Failure to comply with this requirement shall deem the bid as non-responsive and lead to the disqualification of the bid.
- 2.2.2 In a call-out, every existing installation shall be checked and verified to comply with the SANS 10142-1:2017 wiring code for residential installations. Where it is necessary, the electrician/competent person shall repair any compromised installations. Every installation must carry the contractor's stamp of approval following a call-out. All workmanship shall be guaranteed by the installations contractor. Poor workmanship or incorrect wiring shall be repaired/corrected by the contractor at his/her own cost.
- 2.2.3 The successful bidder shall commit to a 90 minute maximum turnaround time to respond to a call out.
- 2.2.4 A call out will include administration duties which will include the recording of information from the site required to update and maintain a detailed data base with the Municipality.
- 2.2.5 The successful bidder shall ensure that the complaint is justified by a faulty relay/switching device before responding with a call-out. A call-out will only be claimed once a relay has been replaced.
- 2.2.6 Call outs will only be handled between 09:00am and 18:00pm, weekdays only unless otherwise requested by the Municipality. Faulty relays/control devices shall be bypassed by the Municipality's standby electrician after hours to ensure that the client is not inconvenienced. Details will be forwarded to the successful contractor the following morning to be resolved.

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- 2.2.7 New installations shall be wired and installed in accordance with and shall adhere to the SANS 10142-1:2017 wiring code. Furthermore, the wiring and method (single line diagram to be issued) shall be guaranteed by the installations contractor.
- 2.2.8 Details of the new installation (client's name, residential address, relay serial number, seal number and before-and-after installation photo) shall be recorded and issued to the Municipality. Payment for all installations shall only be released once all these requirements have been met.
- 2.2.9 A Mandatory clarification meeting shall be held in which all finer details of the project will be discussed. Failure to attend this meeting shall disqualify the bidder from this bidding process.
- 2.2.10 All work done under this contract shall be done at the contractors own risk. The contractor shall be held fully liable for his/her staff on site under this contract.
- 2.2.11 This tender does not include purchasing and supplying of devices and hardware to be installed. All devices and hardware to be installed will be provided by Stellenbosch Municipality.
- 2.2.12 The contractor may only do work as directed by the municipality. No work may be performed which would require payment by the consumer.

2.3 Installation guidelines for new GCD/Relay/Switching device

A wiring diagram is attached in appendix A that explains the detailed wiring plan for each installed device. The specifications for all equipment are as follows:

- Supply cable to the Relay/Switching device: 4mm diameter Red Panel wire, 1m length (L) and 4mm diameter Black Panel wire, 1m length (N)
- Geyser supply cable: 2.5mm/4mm diameter Red Panel wire, 1m length
- Insulated ferrule connectors: 2.5mm/4mm
- Heat shrink sleeve, 150mm long
- Din Rail, 150mm long with 2 off wall mounting screws and fisher plugs

The equipment for each installation shall be determined by the existing wiring on site. If a 2.5mm conductor is utilized on site, the successful bidder shall continue with the installation by using a 2.5mm conductor. The supply to the relay unit shall strictly remain on a 4mm conductor.

Full risk assessment reports must be compiled by the successful contractor for approval by the municipality and must be submitted before any work can commence.

Adherence to all site related rules regarding working people, site meetings, sign-ins, sign-outs, supervision etc.

Adherence to all site related installation rules, specifications and regulations – all work done must at least comply with the SANS 10142-1:2017 wiring Code. (Special attention must be given to protection of the wires between the relay unit and the distribution box as well as the proper tightening of all connections).

All geysers (except below mentioned conditions) in a residential home shall be connected to a device (one device per geyser). The following conditions shall be excluded from an installation:

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- Residential homes with working heat pumps used as a hot water source connected to a geyser.
- All businesses. Private quarters/dwellings on the same premises of a business are not considered as part of the business and is not included in this exclusion clause.
- Solar powered geyser systems that do NOT make use of electricity as an alternative energy source.
- Pump driven high pressure solar powered systems

Please note that lower pressure solar powered systems that make use of the municipality's supplied electricity as an alternative energy source shall not be considered as an excluding condition. The contracting electrician shall verify above conditions at every residential home before an installation is overruled and such addresses shall be reported to the Municipality for record keeping.

The operation (current consumption) of the geyser must be tested before and after installation of the relay unit and noted on the installation certificate. The contractor shall ensure that the relay is in the on position and sealed before leaving the premises. The Installation, testing and certificate with the residential and measurement information must be completed with every installation and submitted to the Municipality on a weekly basis. No invoices will be accepted without the original, signed certificate returned.

Further to the installation requirements, the following shall also be required:

Control device serial number, installation address and seal must be recorded

In the case of the replacement of a faulty control device, the faulty control device serial number, replacement serial number, old seal number, new seal number and installation address must be recorded.

3 X photos must be taken on site (without DB cover no installation, Open DB with clamp meter and Closed DB with Address and ACD) for each installation – this detail must be sent to the Municipality on a weekly basis.

2.4 Call-out instructions

A call-out will only occur during the week during normal working hours unless otherwise requested by the Municipality of Stellenbosch. It shall consist out of replacing the faulty, already by-passed geyser control unit (by-passes will be implemented by a municipal electrician ONLY). The successful bidder could be requested to attend to a geyser control device over a weekend, but only if the call-out instructed and authorized by the Municipality.

Under no circumstances shall the successful contractor have the authorization to bypass any geyser control device. Failure to comply with this requirement will lead to the immediate cancellation of the contract as well as the disqualification of the contractor on any possible future services for the Municipality of Stellenbosch.

2.5 Audit of existing Installations

The network as it currently stands consist of installations that are fully functional, some that are partially functional and the remainder that are not seen by the registered by the network at all. The control system in place offers the Municipality the ability to fully monitor the entire network. Each and every currently installed control device can be remotely interrogated on its functional and operational history.

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A list of addresses shall be issued to the successful bidder for auditing purposes. The contractor will have to visit the residential home on a door-to-door or appointment basis to inspect the device's functionality, whether it's online, disconnected, by-passed, correctly and safely connected or whether the device is faulty. Corrective action will be required on all incorrect or faulty installations. The Audit facility must be done by a qualified individual. Proof of experience must be issued with the tender for evaluation purposes. Failure to comply will lead to the disqualification of the bid.

2.6 Signal Extenders (Kiosk/Solar)

Signal extenders shall be used to extend or increase the density of the Zigbee protocol communication cloud in a residential area. Most signal extenders shall be installed in roadside kiosks, however if and when required a pole mounted solar powered signal extender shall be mounted on a street light pole. The supplier of the device shall ensure that all required parts are supplied as a complete unit. Signal extender shall adhere to all communication requirements under the IDM and GCD specification in order to successfully extend the communication network.

2.7 Remote Operating System (ecWIN and ecCONTROL) Control and Maintenance

The successful contractor shall be responsible for the operational upkeep of the Operating System as well as the communication network. The service shall include all network updates in terms of firmware/software as well as all monitoring and record keeping of all field devices as it currently is operated. The service shall include monthly reports and quarterly meetings with the Municipality on the status of the system and network infrastructure. Services shall include the up-keeping and expansion of the network data base as well as all administrative duties included. The contractor shall be responsible for the communication support up and until the signal extenders and concentrators in the field. It shall be the responsibility of the service provider to ensure that all required updates on the Zigbee communication network are maintained. The successful contractor shall have an individual/s in his/her employ to handle all physical operational duties as and when required.

The existing ecWIN and ecCONTROL operating system, previously designed, implemented and maintained by Powertech System Integrators as part of the initial project sponsored by the National Energy Regulator of South Africa (NERSA) and Eskom to the Municipality of Stellenbosch as part of the Residential Load Management initiative shall be further maintained and expanded to eventually cover all traditional geyser control within the greater Stellenbosch area. The successful bidder must offer proven experience on ecWIN and ecCONTROL as well as issue a letter from the systems integrators giving him/her approval to operate and maintain both systems.

The existing ecWin and ecCONTROL programs are installed in Stellenbosch Municipality's server and will be access remotely by the successful bidder and such permission shall be granted by Stellenbosch Municipality's Information Communications Technology (ICT) department.

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Administration requirements shall include the following:

- Ensure that the capturing of control device certificates correlate 100% with the database on ecCONTROL.
- Implement a system to retrieve completed certificates.
- Management and capturing of all information to and on ecCONTROL
- Scan all installation certificates and write to external Hard Drive for archiving.
- Managing and maintaining the ecWIN system. Ensuring that the ecWIN system is accurately metering the Municipality's intake metering points for load shift verification.

2.8 Measurement and Verification (M&V)

- 3.8.1. Measurements and verification performance reports must be sent to Stellenbosch Municipality, weekly.
- 3.8.2. The measurement and verification report must show the energy saved during peak periods.
- 3.8.3. The successful bidder shall ensure that the performance data is accurate.
- 3.8.4. Successful bidder shall ensure that the total monthly saving of 2 MWh is achieved.

3 Equipment

The following equipment shall be provided by Stellenbosch Municipality to the successful bidder.

- Network Concentrator/Intelligent Device Manager (IDM)
- Geyser Control Device/Relay unit/Switching device
- Kiosk Signal Extender
- Solar Powered Signal Extender

4. Notifications to customers

- 4.1.1. All communication before commencement with the new installations will be done by Stellenbosch Municipality.
- 4.1.2. Pamphlets providing more information about the newly installed device will be handed to the installers to hand out to each customer after the device has been installed in his or her household.

All specifications of hardware are detailed in section B of this tender document.

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SECTION B - SPECIFICATION

5. SUPPLY AND DELIVERY OF HOT WATER LOAD CONTROL HARDWARE

5.1. Background/Purpose

The Municipality wishes to expand an existing load reduction system which is currently operated to reduce the demand on its network during evening peaks. This process is achieved by remotely controlling hot water cylinders in residential homes within the Stellenbosch area.

The current network infrastructure consists of a control and operating system which runs on ECWIN and ecCONTROL software packages designed, supplied and implemented by Powertech System Integrators. This system interfaces with Intelligent Device Management instruments (IDMs) in the field which in turn connects to Geyser Control Devices (GCD) installed in residential homes which isolates the electricity supply to the geyser when a command is received. Communication between the IDM and the GCD is made possible with Zigbee protocol. A communication cloud is generated by each device (IDM and GCD) which overlaps with each other to form the communication network. Furthermore, signal extenders are also installed in positions to extend or strengthen the communication network where required. These extenders are either solar powered, mounted on light poles or mounted in kiosks as the need arises.

Please note that the hardware supplied under this contract must be able to interface with this existing system with no exceptions.

5.2. General Conditions

- 5.2.1. Only one supplier shall be awarded as the successful supplier of all hardware under this contract. For this reason, the bidder will need to be able to supply all devices requested in this tender. Failure to do so will deem the bidder as non-responsive.
- 5.2.2. The bidder must be the manufacturer of the product offered or an appointed agent with a comprehensive manufacturer's supplier agreement. **Failure to attach such agreement will lead to the disqualification of the bid**
- 5.2.3. Prices shall be **fixed for the duration of each financial year**. The bidder shall offer prices in this bid that will be valid and fixed as from commencement date of this contract to 30 June 2026 (end of first contractual municipal financial year). During the first month of each financial year (July), the successful bidder will have the opportunity to adjust the offered prices in this bid based on SEIFSA's CPI (Consumer Price Index). The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. The successful bidder shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. The price adjustment phase will only be valid during the first month of each financial year. Should this opportunity be missed by the successful bidder, the Municipality will deem the previous financial year's rates as valid for the duration of the following financial year and same rates will be used as a base rates for the next price adjustment the following year. The successful bidder will under these circumstances be forced to accept these conditions as part of this contract commitment.

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- 5.2.4. All other supporting documentation must be attached to the bidders offer and tender document.
- 5.2.5. All offered hardware must be able to interface with existing infrastructure design. The bidder may be requested to bring a sample device/unit to be tested before an order is placed. Failure to comply with this requirement shall disqualify this bidder from the evaluation process. If any one of the devices offered fails the compatibility test, the bidder's offer will be disqualified from the bidding process. As mentioned before, only one supplier will be awarded with this contract in this section therefore the Municipality must ensure that all devices offered complies with all compatibility standards.
- 5.2.6. All products shall have a one year warrantee which shall commence on the day that the stock is delivered and accepted from the supplier. The delivery note shall indicate serial numbers of all stock delivered. All purchased stock is expected to be fully tested and fully functional once it is delivered. Faulty devices that are within the warrantee period shall be collected from the Municipality, transported to the supplier, be repaired if possible or replaced (if impossible to repair)
- 5.2.7. Goods shall be newly supplied – no repaired second-hand stock shall be accepted.
- 5.2.8. The Tenders shall include the cost of all arrangements necessary for the actual delivery of the goods into the municipal store, where applicable and exclude tax in the prices quoted.
- 5.2.9. Each bidder shall issue data sheets/technical information for all the items offered as supporting documentation to his/her offer:
- 5.2.10. Bidders will be evaluated for compliance to specification under section B. Bidders who do not comply with all the specification will not be evaluated further.
- 5.2.11. Bidders are to indicate “**Yes**” for compliance or “**No**” for non-compliance to the specifications

Hardware specification			
Item no.	Description	Compliance	
5.3	GEYSER CONTROL DEVICE/RELAY UNIT/SWITCHING DEVICE (GCD)	Yes	No
A	GCD must be designed for Load Management on Zigbee Mesh Network		
B	Must be power with 230Vac single phase		
C	Must have 2 x integral remote 50A switches		
5.3.1	Power supply		
	Nominal voltage	230Vac single phase	
5.3.2	Installation		
	DIN Rail mounted on a flat surface		
5.3.3	Communication		
5.3.3.1	Must communicate to the IDM using Zigbee		

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5.3.3.2	Each GCD must act as a communication link to others creating a mesh network.		
5.3.4	GCD status indicator		
5.3.4.1	Must have two (2) LED's for each of the two load switches indicating closed position of the load switch.		
5.3.4.2	Must have one LED indicating the network status		
5.3.5	General requirements of GCD		
5.3.5.1	GCD must be supplied with a DIN rail and a cover that is sealable to prevent easy access into the terminals.		
5.3.5.2	GCD must have two remotely controlled single phase load control switches		
5.3.5.3	The load switches must be able to disconnect independently, 50A loads from the supply.		
5.3.5.4	Both load switches must independently monitor the load for: <ul style="list-style-type: none"> (a) Voltage, Amperage, Active power (Watts) and Reactive power (Vars). (b) GCD load magnitude before and after load switched is stored in IDM. (c) Data read from host computer can be used to monitor for tampering and daily profiles of connected load. 		
5.3.5.5	The device must be able to communicate with the Intelligent Device Manager(IDM)		
5.3.5.6	The GCD must be able to receive all instructions from the intelligent device manager (IDM) that in turn can receive control settings and instructions from the host computer.		
5.3.5.7	The GCD settings must be retrieved by the host computer when required.		
5.3.5.8	When the GCD is instructed to switch the loads, an acknowledgement data package must be sent back to the IDM confirming the switch status change and load energy usage information prior to the GCD switching "OFF" and subsequent to the "OFF" state. This data must be stored on the SD card of the IDM and can be accessed by the host computer.		
5.3.5.9	The host computer application can periodically poll GCD's for their energy usage data, after which they will respond by sending the data to the IDM.		
5.3.5.10	Load state and magnitude can be remotely determined by the IDM		
5.3.5.11	Each GCD can link communications from the IDM to other GCD's in areas where communication is difficult and not 100%.		
5.3.5.12	A kiosk extender must be used to boost the Zigbee signal in areas where communication is difficult.		

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5.3.5.13	The GCD will disconnect or connect loads when instructed by the IDM, note the IDM can store switching schedules for every day of the week.		
5.3.5.14	Restoration of loads when instructed by the concentrator will be controlled on a random basis to inhibit sudden loading on the electrical distribution system.		
5.3.5.15	The GCD must not have any adjustable settings on it. It must only be configured using software from the host computer.		
5.3.5.16	Auxiliary power supply failure: On power failure to the GCD the load switch state must be pulsed to the OFF state. On power-up of the auxiliary powered to the GCD the load switch state will not initially change. The GCD must use a fixed time delay plus a random time before the load switch can be returned to the ON state, unless overridden by an instruction from the Intelligent Device Manager.		
5.3.5.17	When commissioning, the GCD must link to the network either by using a separate handheld device called the Zigbee Commissioning Tool (ZCM) or by pressing a button on the GCD; that will start the GCD search for the Zigbee mesh network and join automatically.		
5.3.5.18	The GCD must operate as follows during these conditions; <u>GCD "ON" but no load for a specified period, indicating:</u> 1. Customer not using the load. 2. Faulty relay. 3. GCD is out of the circuit. 4. GCD disconnected and supply connected direct to load. <u>GCD "OFF":</u> 1. Full load still ON = faulty GCD/relay. 2. Power to load detected = GCD bridged – (SEND ALARM MESSAGE).		

Item no.	Description	Compliance	
5.4	KIOSK SIGNAL EXTENDER	Yes	No
5.4.1	Signal extenders shall be used to extend or increase the density of the Zigbee protocol communication cloud in a residential area. Most signal extenders shall be installed in roadside kiosks and shall operate on 240VAC, 2A supply. The supplier of the device shall ensure that all required parts are supplied as a complete unit.		
5.4.2	Signal extender shall adhere to all communication requirements under the IDM and GCD specification in order to successfully extend the communication network		
5.5	NETWORK CONCENTRATOR/INTELLIGENT DEVICE MANAGER (IDM)		
5.5.1	General		

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	<p>The Intelligent Device Manager (IDM) is a multifunction unit that also encompasses the function of a data concentrator. The IDM functions as Geyser Control Device (GCD) manager, where the GCD's can be controlled in groups or as individual devices to disconnect load during high demand periods. The IDM controls demand using the GCD's for disconnection of non-essential loads, E.G. geysers and pool pumps or later use the single phase meter with integral load switch built in for total disconnection of residential buildings.</p> <p>Where necessary, Zigbee communications Kiosk Extenders (ZKE) are used to extend the mesh network. The IDM is not bound by the layout of the electrical network and can be installed where required within the Zigbee mesh network. It will require a secure three phase 230V L-N supply.</p>			
5.5.2	COMPLIANCE TO RELEVANT STANDARDS			
5.5.2.1	Electricity Metering Equipment(AC)- General requirements tests and test conditions Part 11: Metering Equipment	IEC 62052-11	Yes	No
5.5.2.2	High voltage test techniques-Part1:General definitions and test requirements	IEC 60060-1		
5.5.2.3	Electromagnetic compatibility(EMC)-Part 4-3: Testing and measurement techniques-radiated, radio-frequency, electromagnetic field immunity test	IEC 61000-4-3		
5.5.2.4	Electricity metering(AC) – Tariff and load control –Part 21: Particular requirements for time switches	IEC 62054-21		
5.5.2.5	Environmental testing –Part 2-27: Tests-Test Ea and guidance: shock	IEC 60068-2-27		
5.5.3	Power supply			
5.5.3.1	Nominal voltage:	3 x 57V -230VAC / 50Vdc to 110Vdc		
5.5.3.2	Burden:	<1.0W <2.0VA		
5.5.4	Environmental			
5.5.4.1	Operating Temperature:	-25°C to +55°C.		
5.5.4.2	Storage Temperature:	-25°C to +70°C.		
5.5.4.3	Coefficient range:	-20°C to +55°C.		
5.5.4.4	Ingress protection (IP) rating	IP51		
5.5.5	Communication			
	IDM to use Zigbee communication to connect to GCD			
5.5.6	Housing			
5.5.6.1	Mounting: IDM to be mounted indoors on flat surface with three ≤6mm fixing screws.			
5.5.6.2	Terminal cover secured with two wire sealable screws.			
5.5.7	General requirements			
5.5.7.1	IDM concentrator must manage single devices and groups of devices.			

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5.5.7.2	IDM to manage on-board TOU schedules pre-programmed from the Master station.		
5.5.7.3	The IDM device status instruction (change from close to open or open to close) automatically reads each device data package values prior and subsequent to status change and stores information in the IDM on the SD card.		
5.5.7.4	Master Station software can change IDM operation when required.		
5.5.7.5	IDM must work independent of the Master Station and will keep control of the devices via the Zigbee mesh network.		
5.5.7.6	The devices (GCD & IDM) can be remotely dynamic controlled for load limit using from AMI Master Station computer via the IDM or using the IDM scheduling (TOU) for switching domestic & commercial loads.		
5.5.8	Load Scheduling & Disconnection		
5.5.8.1	Load scheduling disconnection for non-essential loads		
5.5.8.2	Once setup the IDM must run independently of the central host computer and control the GCD's.		
5.5.8.3	Demand must be managed on a scheduled basis with a calendar programmed to a minute resolution for best consumer load availability and load diversity on the electrical network. Multiple switching times must be possible and would only be limited by host computer set schedules at time of programming the IDM.		
5.5.9	Emergency Load Disconnection		
5.5.9.1	The IDM when required can be directly instructed from the host computer to override the set schedules for the non- essential loads and either dynamically disconnect or connect load. The emergency load disconnection could also use the single phase meter with integral load switch built in for total disconnection of residential buildings.		
5.5.10	Restoration of Load		
5.5.10.1	When the IDM sends a signal to the GCD's to disconnect load (Shedding), it must also send the set time for the duration when the load is to be in the OFF state. The GCD's will automatically reconnect load (restore) using random timing to inhibit sudden full load restoration that would cause high peaking currents on the electrical distribution system.		
5.5.11	Devices Connected to IDM		
5.5.11.1	The IDM must allow at least+-500 GCD's to connect to it and the GCD's will each control two separate single phase loads with a total of +-500. This presently equates to two individual loads that can be disconnected in +-500 residences, i.e. total of +-1000 loads.		
5.5.12	Data Packages		
5.5.12.1	When GCD's or single phase meters are instructed to disconnect or connect load, a data package is stored on the IDM.		
5.5.12.2	The data package has all the voltage, current and energy values that can then be retrieved by the host computer. Data packages created from the switching instructions can be used to determine when load is in use and		

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	if the load has been disconnected when instructed, i.e. is the GCD load above zero? Evaluation of this data will determine if there is a problem with the installation integrity.		
5.5.12.3	Data can also be requested on a scheduled basis from the host computer for load profiling instantaneous values of the region and analysed for best scheduling over the seasons.		
5.5.13	Synchronising crystal or line frequency		
5.5.13.1	Battery: (Only for real-time-clock support during power down).		
5.5.13.2	Replaceable 3V Lithium, Battery model CR2032. IDM powered-down total period, eight years.		

5.6 Delivery address

All goods to be delivered to:
Stellenbosch Electricity Department (Metering section), Beltana Complex, Helshoogte Road, Stellenbosch. GPS co-ordinates: Latitude -33.9268 Longitude 18.8821

5.7 Delivery Period

Tenderers are to indicate the delivery period in weeks for each hardware in the table below.

Item no	Description	Delivery Period (weeks)
1.3	Supply of Geyser Control Unit/Relay/Switching device	
1.4	Supply of Kiosk Signal Extender	
1.5	Supply of Network Concentrator	

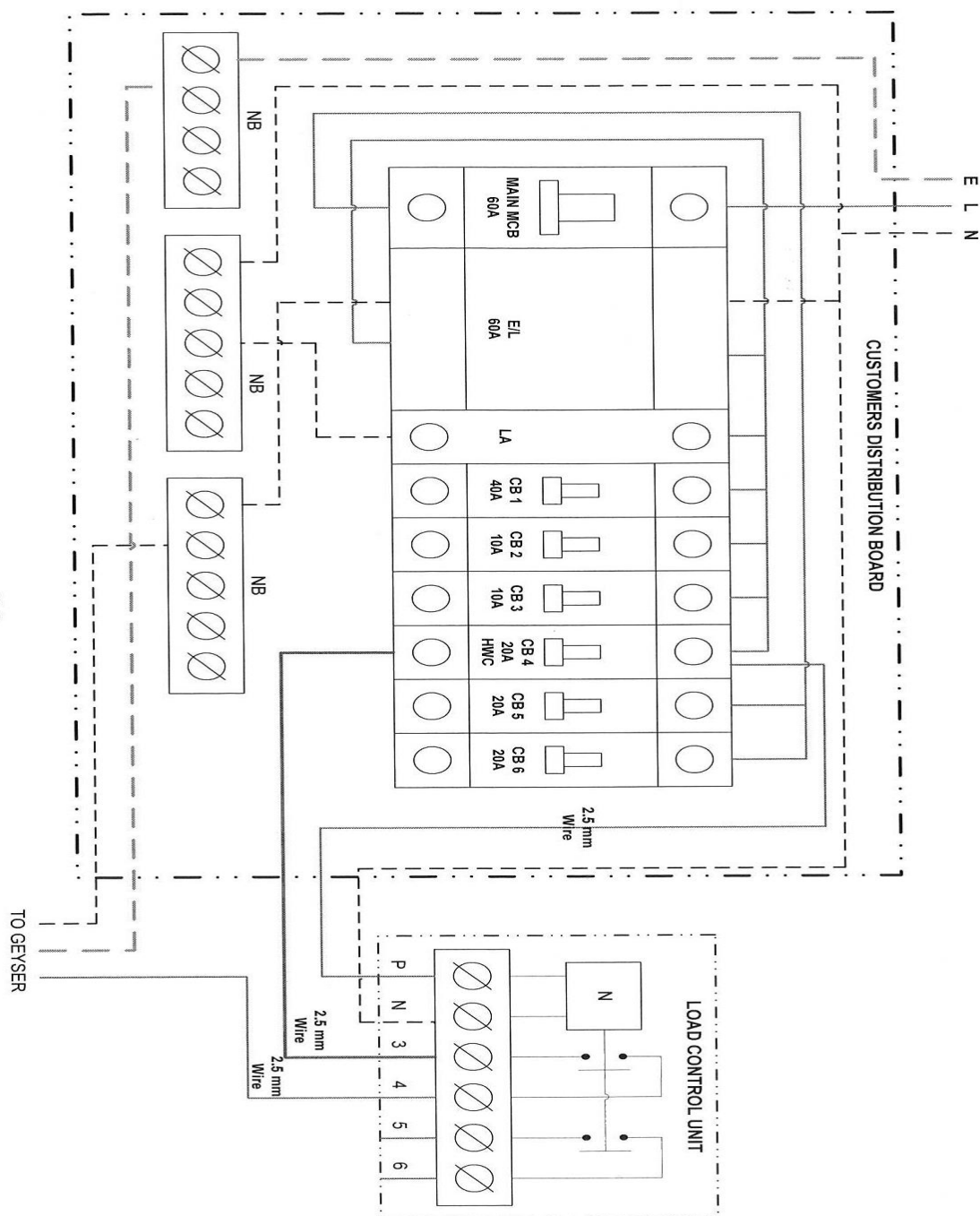
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SIGNATURE:		DATE:	



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SIGNATURE:		DATE:	



17. PRE-QUALIFICATION SCORE SHEET

3.1 Tenderer experience and qualifications (Pre-qualification). This is only required when you make an offer on SECTION A

Tenderers must include copies of detailed CV's and copies of qualifications of the personnel who are going to be working on this project. Please include **a minimum of 3 contactable references in the CV's**. Bidders who do not provide these required documents will not qualify for further evaluation

3.1.1 Experience and qualification of the Project Manager

The appointed Project Manager must be a professionally registered electrical engineer or a project manager with a project management certificate. Each must have a minimum of three (3) years' experience in project management.

3.1.2 Experience and qualifications of the nominated installation electricians x2.

The appointed installation electricians must have a wireman's license (installation electrician) and a trade test certificate as an electrician. Must have a minimum of two (2) years' experience doing low voltage electrical installations.

3.1.3 Support Engineer/Technologies

The appointed Support Engineer/Technologist must have B degree in electrical engineering. Must have a minimum of two (2) years' experience working with Zigbee technologies, AMR and demand side management systems.

Please attach separate schedule in the format below with the returnable documents.

Table 1: Experience and qualifications of key personnel

TENDER EXPERIENCE AND QUALIFICATION				
	NAME AND SURNAME	FORMAL QUALIFICATIONS	YEARS OF EXPERIENCE	CV ATTACHED (YES/NO)
Project Manager				
Installation Electricians x 2				
Support Engineer/Technologist				

3.1.4 We require four individuals for this project as indicated in table 1. Tenderers who have less than four people will not qualify for further evaluation.

3.1.5 Successful bidder should ensure that the number of personnel indicated in Table 1 above must remain available for the duration of the tender contract.

3.1.6 Should there be changes or replacements of key personnel as indicated in Table 1 above, the successful bidder must inform the municipality immediately in writing. Failure to inform the municipality will result in termination of the contract.



- 3.1.7 Any person indicated by the successful bidder to be the replacement of the key personnel in Table 1, must adhere to the requirements of point 3.1 of this tender. Failure to provide such replacement will result in termination of the contract.

3.2 Company profile, plant and equipment

Please include a company profile demonstrating the company establishment, financial status and experience as well as any other resources that are relevant and required for the successful implementation of this project, should their tender be successful. Failure to include this list may prejudice the Tenderers as being submitted by an insufficiently equipped Tenderer and it may be rejected for such cause.

3.3 Value of similar contracted successfully completed

- 3.3.1 Tenderers must complete the attached schedule for previous projects in this document.
Previous projects will be regarded as provision of residential load control, geyser control to be specific.
- 3.3.2 Only tenderers who have successfully completed a minimum of one (1) similar projects and have a positive response from one (1) contactable reference shall be considered for further evaluation.
- 3.3.3 Tenderers who do not have one (1) positive response from contactable reference letter will not be eligible for further evaluation and will be deemed to be non-compliant. **A reference letter must be attached to the tender document.**
- 3.3.4 Only tenderers who have provided similar services to a minimum value of more than R 500 000 per project, will be eligible for further evaluation.

3.4 Support, Installation & Commissioning

- 3.4.1 In the event support is needed onsite, tenderers should demonstrate ability to have personnel available within reasonable time to provide the required support.

3.5 Evidence of experience of Tenderers

The Tenderer shall include evidence, as requested in point number 3.3, of actual experience in the class of work being tendered for, and a complete schedule shall be included incorporating the following details:

Please attach separate schedule in the format below with the returnable documents.

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



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

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

SECTION B has no pre-qualifying criteria



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 BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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


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 (<i>If nil, enter NIL</i>)				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

COMPLETED CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
Tel		Tel			
Fax		Fax			
Email		Email			
Name		Name			
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Attach additional pages if more space is required.

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



22. PRICING SCHEDULE

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE:

The tender specification consists of two (2) sections namely:

Section A – Maintenance, installation and expansion of the existing and new hot water load control network.

Section B - Supply and delivery of hot water load control hardware.

Bidders can submit their offers for either section A or Section B or Both.
Tender for all items in a Section.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICE SCHEDULE – SECTION A

Special Conditions

- Prices offered in this bid shall be fixed each year for the duration of the contract which will end on 30 June 2026.
- Prices offered shall include all cost involved in the deliverable.
- The installation unit cost shall include all labour, material, travelling, cell phone or telephone required to complete the job.
- The call out rate shall include all labour, material, travelling, cell phone or telephone to attend to the problem and replace the relay at a residential home. Note that a call out must be accompanied by a replacement of a relay.

Item No	Description	Estimated Quantities	Unit price VAT Inclusive	Total Price VAT Inclusive (2023/2024) (12 Months)	Total Price VAT Inclusive (2024/25) (12 Months)	Total Price VAT Inclusive (2025/26) (12 Months)
1	Installation of new Relay/switching device	500	R.....Per Installation			
2	Installation of Kiosk Signal Extender	40	R.....Per Installation			
3	Audit of existing installations	10 000	R.....Per unit			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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4	Call-out rate/fee including replacement of faulty relay (normal working hours)	8hrs/day	R.....Per Call-out			
5	Call-out rate/fee including replacement of faulty relay (after hours/weekends)	4 hrs/day	R.....Per Call-out			
6	Call-out fee but does not replace a relay (normal hours)	8 hrs/day	R.....Per Call-out			
7	Remote Operating System (ecWIN and ecCONTROL) Control and Maintenance	1	Monthly rate			
Sub-Total						
Grand total						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICE SCHEDULE – SECTION B

- Note 1: Prices offered in this bid shall be fixed each year for the duration of the contract which will end on 30 June 2026.
- Note 2: The quantities indicated in the pricing schedule table are for evaluation purpose only.

Item no	Description	Manufacture, Make and Model	Estimated Quantities	Unit price VAT Inclusive 2023/24	Total Price VAT Inclusive (2023/2024) (12 Months)
1.3	Supply of Geyser Control Unit/Relay/Switching device		300		
1.4	Supply of Kiosk Signal Extender		20		
1.5	Supply of Network Concentrator		10		
Sub-Total					
Grand total (VAT inclusive)					

Prices shall be **fixed for the duration of each financial year**. The bidder shall offer prices in this bid that will be valid and fixed as from commencement date of this contract to 30 June 2026 (end of first contractual municipal financial year). During the first month of each financial year (July), the successful bidder will have the opportunity to adjust the offered prices in this bid based on SEIFSA's CPI (Consumer Price Index). Refer to 5.2.3

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. DECLARATION BY TENDERER

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

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

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

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

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

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