



## BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER: FOR B/SM 55/26 DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029**

TENDER NUMBER: **B/SM 55/26**  
DESCRIPTION: **DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029**

CLOSING DATE: **16 March 2026**  
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

**CIDB:** The following CIDB class for construction work, in accordance with the total amount tendered or value determined in accordance with regulation 25 (7A) of the Construction Industry Development Board, Regulations, 2004 (as amended) on 23 May 2019, will apply to the bid. Tenderers must have an estimated CIDB contractor rating of at least 5EP or higher.

### **INFORMATION:**

**Tender Specifications:** Mkuseli Lwana at 021 808 8302: e-mail: [mkuseli.lwana@stellenbosch.gov.za](mailto:mkuseli.lwana@stellenbosch.gov.za)

**SCM Requirements:** Jeanette Williams at 021 808 8524: e-mail: [Jeanette.Williams@stellenbosch.gov.za](mailto:Jeanette.Williams@stellenbosch.gov.za)

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

A Compulsory Clarification Meeting via Virtual Meeting will be held **on 26 February 2026 at 11:00 am**. The Compulsory Clarification meeting will be held via the Microsoft Teams App. Tenderers must ensure to download the App and give Mercia Davidse at [mercia.davidse@stellenbosch.gov.za](mailto:mercia.davidse@stellenbosch.gov.za) the necessary contact details (email address and cell phone number) by **24 February 2026 at 11:00 am** to the meeting to enable to set up a virtual meeting. Tenderers who fail to forward their details in the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with “**B/SM 55/26 DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract (General) , CIDB, 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.

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

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

This Tender is subject to the general conditions of contract (General) and special conditions for Tendering.  
Relevant terms of reference.

Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.

No award will be made to tenderers whose tax status is non-compliant.

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](http://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, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R540.00 per document**.*

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

G Mettler (Ms)

**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 55/26 ONTWERP, VERVAARDIGING, LEWERING, AFLEWERING, AFVRAGTING, INSTALLASIE EN INBEDRYFSTELLING VAN MEDIUMSPANNING METAAL-OMKASTE SKAKELTOERUSTING EN RINGHOOFEEENHEDE VIR DIE PERIODE WAT EINDIG JUNIE 2029**

TENDER NOMMER: **B/SM 55/26**

BESKRYWING: **ONTWERP, VERVAARDIGING, LEWERING, AFLEWERING, AFVRAGTING, INSTALLASIE EN INBEDRYFSTELLING VAN MEDIUMSPANNING METAAL-OMKASTE SKAKELTOERUSTING EN RINGHOOFEEENHEDE VIR DIE PERIODE WAT EINDIG JUNIE 2029**

SLUITINGSDATUM: **16 Maart 2026**

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

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

### **NAVRAE:**

**Tender spesifikasies:** **Mkuseli Lwana by 021 808 8302: e-pos: [mkuseli.lwana@stellenbosch.gov.za](mailto:mkuseli.lwana@stellenbosch.gov.za)**

**Vkb vereistes:** **Jeanette Williams by 021 808 8524: e-pos: [Jeanette.Williams@stellenbosch.gov.za](mailto:Jeanette.Williams@stellenbosch.gov.za)**

**Kantoor Ure:** 08h00-15h30

'n Verpligte inligtingsessie Virtuele sal gehou word op **26 Februarie 2026 om 11:00vm**. Die verpligte inligtingsessie sal via die Microsoft Teams-app gehou word. Tendersaars moet toesien dat hulle die "App" aflaai en **Mercia Davidse** at [mercia.davidse@stellenbosch.gov.za](mailto:mercia.davidse@stellenbosch.gov.za) teen **24 Februarie 2026 om 11:00vm** voor die vergadering van die nodige kontakbesonderhede (e-posadres en selfoonnummer) voorsien om die munisipaliteit in staat te stel om die virtuele vergadering op te stel. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëelde tenders duidelik gemerk: "**B/SM 55/26 ONTWERP, VERVAARDIGING, LEWERING, AFLEWERING, AFVRAGTING, INSTALLASIE EN INBEDRYFSTELLING VAN MEDIUMSPANNING METAAL-OMKASTE SKAKELTOERUSTING EN RINGHOOFEEENHEDE VIR DIE PERIODE WAT EINDIG JUNIE 2029**", op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooid stel tenderdokumente. Tenderaanbiede 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, KIOR, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid** **effektief vanaf 16 Januarie 2023** in **samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022** deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.

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

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

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

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die 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 tenderdeelnamewooi van **R540.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad [www.stellenbosch.gov.za](http://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 55/26**

**DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND  
COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND  
RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT) (refer to page 102):</b>			
<b>BBBEE LEVEL</b>			
<b>CLAIM POINTS FOR</b>	<b>LOCALITY</b>	<b>YES</b>	<b>NO</b>

**DATE: FEBRUARY 2026**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mkuseli Lwana**  
**Manager: Operations and  
Maintenance**

Tel. Number: **021 808 8302**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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G Mettler (Ms)  
**MUNICIPAL MANAGER**



## TENDER KENNISGEWING

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# STELLENBOSCH

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

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

G Mettler (Me)

**MUNISIPALE BESTUURDER**



# STELLENBOSCH

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	B/SM 55/26	CLOSING DATE:	16 March 2026	CLOSING TIME:	12:00
DESCRIPTION	<b>DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mkuseli Lwana
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8302
TELEPHONE NUMBER	021 808 8524	E-MAIL ADDRESS	<a href="mailto:Mkuseli.lwana@stellenbosch.gov.za">Mkuseli.lwana@stellenbosch.gov.za</a>
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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR SUBMITTED ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

DATE

.....

.....



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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:**

<b>Certificate of Virtual Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No	
<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
<b>MBD 5</b> - Is the form duly completed and signed?	Yes	No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT <b>MUST</b> BE AN ORIGINAL AND <b>NOT</b> A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	Yes	No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> 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 AWARDDING POINTS FOR LOCALITY)	Yes	No	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes	No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No	
<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No	
<b>Declaration by Tenderer</b> - 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			
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, may 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:	

**OR**

**2. COMPANIES AND/OR CLOSE CORPORATIONS**

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

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

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

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

**Full name and surname of ALL Director(s) / Member (s)**

1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

**Is a COPY of the resolution attached?**

**YES**

**NO**

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



OR

**3. PARTNERSHIP**

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

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

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

OR

**4. CONSORTIUM**

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

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

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



**5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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

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

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

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

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

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

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

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

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



## 6. STANDARD CONDITIONS OF TENDER (CIDB)

### F.1 General

#### F.1.1 Actions

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

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

*Note*

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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



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

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

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

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

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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




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

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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



### **F.2.16 Tender offer validity**

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

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

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

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

### **F.2.18 Provide other material**

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

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

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

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

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

### **F.2.21 Check final draft**

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

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

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

### **F.2.23 Certificates**

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




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

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

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

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

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

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

#### **F.3.5 Two-envelope system**

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

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



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

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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



govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

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

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

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

In the case of a price and preference:

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

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

In the case of a functionality, price and preference:

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

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

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

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

Where:

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and



*P<sub>min</sub>* = Price of lowest acceptable tender or offer.

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

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

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

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

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



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

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

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

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

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

**Where:**

*P<sub>s</sub>* = Points scored for price of bid under consideration;

*P<sub>t</sub>* = Price of bid under consideration; and

*P<sub>min</sub>* = Price of lowest acceptable bid.

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

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

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

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

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

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



- A tenderer failing to submit proof of BBBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

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

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

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

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

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

**Where:**

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

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

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

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

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

#### F.3.11.8 Scoring preferences



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

#### **F.3.11.9 Scoring functionality**

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

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

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

**Where:**

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

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

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

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

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

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

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

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




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

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## 7. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

## 29. Governing language

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

## 30. Applicable law

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

## 31. Notices

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

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

## 32. Taxes and duties

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

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



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

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)*



## 8. GENERAL CONDITIONS OF TENDER

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

**PLEASE NOTE:**

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



## 7. Negotiations for a fair market related price

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

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

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

## 9 Service Level Agreement

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

## 10 Centralised Supplier Database

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

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

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



**9. SPECIAL CONDITIONS MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 <sup>2</sup> 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:				

<sup>1</sup> 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.

<sup>2</sup> "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.



<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
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 <sup>3</sup> 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			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



**STELLENBOSCH**

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

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
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			



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

**NB:**  
**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2025/2026**

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 (delete whichever is not applicable for this tender) preference point system shall be applicable; or

- 1.3 Points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contributor. and
  - (c) Locality of supplier

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner



required by the purchaser.

## 2. DEFINITIONS

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



**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**4. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

**4.2 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**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender
- 5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.
- 5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), must be allocated for specific goals. These goals are :
  - (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - (b) Promotion of enterprises located in the municipal area (WCO24)



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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for 80/20 Preference Points System</b>	<b>Number of Points for 90/10 Preference Points System</b>
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.

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



**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Business Address - .....  
 .....  
 .....

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

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**9.6 COMPANY CLASSIFICATION**

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

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as



indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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



**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)**  
**(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<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 style="margin-left: 20px;">i. before 27 April 1994; or</p> <p style="margin-left: 20px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>



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

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 Revenue was R10,000,000.00 (Ten Million Rands) or less NB!
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the



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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



**12. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?  <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>	<b>Yes</b>	<b>No</b>
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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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:			



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

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> 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:

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



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- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> 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:			

<sup>5</sup> 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.



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

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

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

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

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

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

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

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

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

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

<b>Signature</b>	<b>Position</b>	<b>Date</b>



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

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

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

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:	



**16. FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

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



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 17. SPECIFICATIONS

### **DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND RING MAIN UNITS FOR THE PERIOD ENDING JUNE 2029**

#### **1 Introduction**

The objective of this tender is to appoint qualified suppliers for the supply, delivery, installation and commissioning of metal clad switchgear and ring main units on an ad hoc basis as and when needed. It is required that the design, manufacture, supply, testing, delivery to stores and off-loading in accordance with this tender specifications at the prices stated in the Schedules of the switchgear and equipment of which the numbers, quantities and details are specified when needed from time to time during the validity period of the Contract, the types, voltages and ratings are described, and of which particulars of the detailed equipment are given. In this tender it is accepted that all equipment including all accessories, wiring and other work required to complete the equipment is completed, whether specified herein or not.

#### **2 Background**

The Electrical network consists of several interconnected primary and secondary substations for the distribution of electricity through the network to customer installations. The electrical energy is distributed between substations by means of underground cables and overhead lines. During the last few years, the Electrical Services has implemented a replacement program to carry out identified replacements of existing obsolete switchgear at various substations. Part of this tender specification is for the switchgear and ancillary equipment required for new installations and for extensions of existing switchgear installations of the same type of switchgear offered by the tenderer. This is to ensure the growing demand of electricity and to improve network stability and quality of the electrical service.

#### **3 Scope**

This tender specification provides for the design, manufacture, testing, supply, delivery and offloading and installation of medium voltage metal enclosed switchgear and ring main units with a rating of 12 kV three phase with a frequency of 50Hz. the relevant switchgear must be delivered and off loaded at the Municipal stores, Helshoogte road, Stellenbosch.

The specification provides for indoor gas - insulated (SF6) switchgear and ancillary equipment required for extensions to existing switch boards, and for specific retrofits, modifications, and upgrades to existing switchgear.

Indoor gas-insulated switchgear and ancillary equipment required for new installations at existing and new substations.

The installation work when required include all work incidental thereto whether specified in detail or not and in general is to be carried out by the Tenderer in accordance with the tender specifications.



#### 4 Special conditions of tender

The Municipality will not be bound to consider alternative offers.

- 4.1 All relevant specifications of equipment offered and supporting documentation of the tender must be attached at the back of this document.
- 4.2 This tender document must not be dismembered (Do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.
- 4.3 A copy of the completed returnable documents in PDF electronic file format included on USB only with tender is requested but not compulsory.
- 4.4 Stellenbosch Municipality does not bind itself to accept the lowest or any tender.
- 4.5 Stellenbosch Municipality reserves the right to adjust the quantities and scope of this tender should it be necessary due to budget considerations and other related reasons.
- 4.6 Nothing in this specification shall lessen the obligations of the supplier. The supplier shall be fully responsible for the design and its satisfactory performance in service.
- 4.7 Approval by Stellenbosch Municipality shall not relieve the supplier of the responsibility for the adequacy of the design

#### 5 Key personnel

5.1 The tenderer shall have the following key personnel

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

5.2 Training of Staff

The Supervisors/Project Leader or Artisan or Technician excluding Artisan/Technician Assistant shall have valid Responsible Persons Certificates in terms of NRS 040. A valid First Aid Level 1 certificate and valid Basic Fire Fighting certificate must be submitted at commencement of contract.

5.3 Supervisor/Project Leader

The **Supervisor /Project Leader** shall have a Trade Test (Electrical) or National Diploma in Electrical Engineering from a recognised training Institution (Foreign Qualifications shall be certified by the South African Qualifications Authority), the Trade Test certificate certified by a relevant SETA. A minimum of five (5) years post qualification experience in installation, commissioning and testing of medium voltage equipment.



#### 5.4 Artisan or Technician

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

#### 5.5 Artisan Assistant/Technician Assistant

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

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

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

### 6 Project insurance

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

6.2 A third-party insurance provided by the Tenderer must remain in full force for the duration of this project. It will be required that evidence of this insurance must be submitted by the successful Tenderer within 14 days after official appointment.

### 7 Pre-Qualification

7.1 Manufacturers and or suppliers must submit proof of original equipment manufacturer (OEM) or appointed agent for the items offered in this tender.

7.2 The Miniature substations and distribution transformers must comply with the general specification of this tender.

7.3 Quality accreditation:

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

7.4 Evidence of key personnel experience of Tenderers for the installation section of this tender

7.5 Similar projects successfully completed



## Requirement for Submission of References with Tender Submission

### Purpose:

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

References for projects must be based on completed projects within the last 10 years.

### Reference Content:

Each reference must include the following details:

**Client Name:** The name of the organization or individual for whom the work was completed.

**Project Title/Description:** A brief description of the project, including the scope of work and key deliverables.

**Project Value:** The total value of the project or contract.

**Completion Date:** The start and completion dates of the project.

### Eligibility of References:

References must be completed on the schedule provided in the tender document (Completed Contracts)

References must be submitted with the tender proposal by the tender submission deadline.

Bidders may be required to provide additional details or clarification about the references upon request.

## 7.6 CIDB grading

The Tenderer must be registered for the 5EP or Higher category.

## 8 Tender Evaluation

8.1 All tenders received will be evaluated in terms of the Specification and the requirements of this tender document as well as the Supply Chain Management Regulations, and the Stellenbosch Municipality Supply Chain Management Policy.

8.2 The Tenderer may submit for either Ring Main Units or Compact Switchgear or both.

8.3 The tender will be awarded to the bidder(s) scoring the highest points for the specific section (Ring Main Units / Compact Switchgear), as per the pricing schedule. The bidder with the highest number of points per Item will be appointed as preferred bidder, the bidder with the second highest number of points will only be appointed on an ad hoc basis, should the bidder with the highest number of points be unavailable to deliver /attend to the work.



- 8.4 Items A1 to A5 in the pricing schedule shall be for the supply and delivery and evaluated on the total price of the items and will be awarded to the responsive bidders. The evaluation of above items will be based on the total price of these items.
- 8.5 Items A6 to A9 and C1 to C6 are required for assembly consisting of combinations to form a single substation switchboard, and shall be awarded for the supply, delivery, installation and commissioning to the responsive bidders. The evaluation of above items will be based on the total price of these items.
- 8.6 Items B1 to B5 must be for the supply and delivery and evaluated on the total price and will be awarded to the responsive bidders
- 8.7 Items D1 to D9 will include the extension of switchgear as well as new installations. These items shall be evaluated on the total price and will be awarded for the supply, delivery, installation and commissioning to the responsive bidders.

## 9 Pricing conditions

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 the 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 CPA (Consumer Price Adjustment). 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 rate 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.

## 10 General

The purpose of this specification is for the design, manufacture, testing, supply, delivery, offloading, Installation and commissioning of medium voltage metal enclosed switchgear and ring main units with a rating of 12 kV.

All equipment supplied shall be factory built and tested at the Manufacturer's premises before delivery and off loading at the Electrical Stores, Beltana, Stellenbosch.

The installation of the metal enclosed switchgear is included in the tender. The ring main units will be installed by others.

This specification includes indoor and outdoor Sulphur hexafluoride (SF6) gas insulated ring main units as specified.

The specification requires offers of new indoor Sulphur hexafluoride (SF6) gas - insulated switchgear and ancillary equipment for extensions of existing switchgear installations well as



for new installations. Single switching modules shall be combined to form one switchboard as required to be installed in indoor substations.

The indoor air-insulated switchgear and ancillary equipment required for new installations and for extensions of existing switchgear installations of the same type of switchgear offered by the tenderer.

It must be noted that the requirements of the Municipality have been rationalized to improve direct and indirect costs and to benefit of a standardized equipment installation. This is also considered for the operation and maintenance of the distribution network.

## 11 Ad hoc installation work

The collection and loading at stores, delivery to site, installation, site testing, completion and commissioning in accordance with the Conditions of Contract and this Specification at the prices stated in the Schedules of switchgear and equipment. Orders will be placed from time to time during the validity period of the Contract, and such work shall include all accessories, wiring and other work required to complete the installation of the equipment, whether specified herein or not.

## 12 Service conditions

### 12.1 Network Operation:

The interconnected switching substations is operated on a 66 kV and 11 kV, 50 Hz, three-phase system having a minimum fault level of 20 kA at 11kV unless as specified elsewhere in this document.

It can be accepted that the distribution system normally do not exceed 10 % above the levels mentioned above. It is required that the switchgear design shall accommodate operation continuously at the upper level.

The 11 kV network is earthed either through a NER at some primary substations or direct in switching substations.

Climate conditions:

Ring main units and all switchgear shall be suitable for all weather conditions below 1000 m above sea level and capable of operating normally within maximum of + 40 deg C and minimum of - 10 deg C. The humidity experienced varies between 20% and 80%.



## 12.2 Compliance with standards and regulations

The Municipality is required to ensure that the equipment and materials used in its network comply with the current requirements of the Occupational Health and Safety Act, Act 85 of 1993 as amended, and the Regulations issued there under and any regulations issued in modification or substitution thereof. All equipment and material shall comply with the current requirements of the above Act as well as the applicable Standards in this specification.

## 12.3 Hours of Service

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

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

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

## 12.4 Site Facilities

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

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

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

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

## 13 Installation requirements

### 13.1 Indoor ring main units:

Indoor ring main units will be installed in indoor substation switching rooms with concrete floors with approved level tolerance. The condition of the substations is normally clean and dry. It must be free standing to be able to be mounted over cable trenches 500 to 600 mm wide. The ring main units must be fitted with a riser foundation metal framework to allow for adequate space for cable entries. The ring main units and compact switchgear shall be mounted on a pre-approved channel iron framework custom made for specific substations. This frame shall be hot dip galvanized only after all welding and grinding work are completed.



All ring main units must be provided with suitable lifting eye brackets for handling and lifting. The option of removable lifting eye brackets after the ring main units are installed will be considered.

### 13.2 Modular compact switchgear:

The switchgear panel arrangement may be modified as necessary to suit the manufacturer's equipment requirements, provided that the specifications of the switchgear are met and the basic principles of the existing and / or new substation are met.

The switchgear panels must be fitted with a riser foundation metal framework to allow for adequate space for cable entries. The compact switchgear must be mounted on a pre-approved channel iron framework custom made for specific substations. This frame shall be hot dip galvanized only after all welding and grinding work are completed.

All modular switchgear panels must be provided with suitable lifting eye brackets for handling and lifting. The option of removable lifting eye brackets after the switchgear are installed will be considered.

### 13.3 The outdoor ring main units:

Outdoor ring main units will be installed on a manufacturer approved concrete plinth with suitable openings for cable entry from the front of the panels.

All ring main units and switchgear shall be provided with suitable lifting eye brackets for handling and lifting. The option of removable lifting eye brackets after the ring main units and switchgear are installed will be considered.

The supply and installation of the Battery tripping unit:

In the event where a battery tripping unit would be required for a new panel, the battery tripping unit will be free issued by the Municipality. The installation of the latter must be included in the installation rates of this tender. Typical AC supply cable must be SWAPVC 4mm<sup>2</sup> x 4 c. Allow for a typical length of 20 m.

## 14 Design parameters – ring main units and compact switchgear

The equipment shall comply with the requirements stated in the latest editions of the Standards and specifications as mentioned elsewhere in this specification. The design shall comply with the service conditions as mentioned above.

The switchgear shall comply with SANS 62271-200, SANS 62271-201 and SANS 1885 as specified.

Components within the metal enclosures shall be subject to individual International Electrotechnical Commission (IEC) standards which are relevant except were modified by this Specification.



#### 14.1 Ring main units:

All gas insulated ring main units must be provided with a flush mounted SF<sub>6</sub> gas monitoring gauge to indicate gas pressure on the front of the panel. The gauge shall indicate bar pressure and safe and unsafe pressures.

The common busbar and electrical connections to the ring main units must be inside the SF<sub>6</sub> insulated enclosure and shall be non-extensible.

The interlock scheme shall apply for GIS ring main unit all circuit breakers on the side to be earthed of the switchboard can be isolated and locked out.

Separate cable termination compartments are required covered by an interlocked panel and have a minimum of IP3X protection index. The cable bushings shall be the type C interface.

The cable compartment shall be mounted in front of the SF<sub>6</sub> enclosure.

A Cable test facility which is an integral part of the ring main unit is required on the switch disconnectors only. These test facilities must be accessible without opening the cable terminal box. Each cable test facility must be interlocked with its associated earth switch to ensure that the test terminals are not accessible when the cable is energized.

The cable test facility must be accessed only from the front of the ring main unit with interlocking covers as described in this document. This cable test facility must be able to be padlocked.

A three-phase capacitive voltage detection system (VDS) in compliance with IEC 61243-5 / SANS 60270 is required on each control cubicle of each switch panel of ring main units.

Each switch compartment of the ring main unit must be equipped with a Voltage Presence Indicating System (VPIS) in compliance with IEC 61958 to indicate presence of operating voltage. These units shall be equipped with RED LED's for indication and 4 mm plugs for electrical phasing of live cables between modules. Universal phase comparators shall be supplied for phasing if required. The VPIS shall be mounted on an easily visible position on the front of the control cubicle above the cable box of ring main units and switchgear panels

A metallic corrosion-resistant 150 mm x 150 mm Type WW7 warning sign in accordance with SANS 1186 shall be permanently attached to the outside of the weather-proof kiosk doors and also each cable termination compartment cover or door. If pop-rivets are used, only stainless steel blind pop rivets will be acceptable.

Rating plates complying with the requirements of SANS 61869-2 and 61869-3 for current and voltage transformers, respectively, shall be affixed to each current and voltage transformer in a position that is visible without the need to remove the transformer when the relevant compartment door or cover is in the open position. In addition, duplicate rating plates for the current and voltage transformers shall be affixed in a clearly visible position in the inside of the low voltage control / relay compartment.



## 14.2 Gas insulated compact switchgear: (GIS)

The gas insulated compact switchgear must be designed with all the primary circuit components installed inside dedicated gas compartments. Fully screened solid insulated busbars in top mounted air enclosed compartments will be considered.

All gas insulated compact switchgear must be provided with a flush mounted SF<sub>6</sub> gas monitoring gauge to indicate gas pressure on the front of the panel. The gauge shall indicate bar pressure and safe and unsafe pressures.

The equipment offered shall comply with the specifications and guarantees stated in the Schedules and must be the Manufacturer's standard equipment, of which the reliability has been thoroughly proven in service. Reference to similar installations indicating conditions, periods, and place of installation must be included in tender.

All equipment, components and accessories shall have passed the type tests laid down in the appropriate specifications. The Tenderer shall submit with his tender copies of the results of all type tests and certificates of rating. The tests shall have been conducted by an accredited independent test laboratory.

Type tests for extensible switch panels shall include certification for an assembled switchboard including the bus bar couplers, bus risers, and external bus bars. This includes all accessories needed to build a multi-panel switchboard with different configurations as and when needed. The panels shall be supplied with all equipment, insulation material, bus wiring, bus bar joints and any tools and components required to assemble and extend the switchboard.

The design shall incorporate all practicable provisions and precautions for the following:

- The units must be easy to install,
- Safe normal operation and maintenance of the units under all typical conditions, from the front of the panels only,
- Compact in design,
- Low maintenance of the units, easily accessibility for inspections and repairs,
- Outdoor kiosks must be adequately ventilated to prohibit condensation and be vermin proof.
- The transformer protection circuit breaker on the ring main units shall be fitted with a local system for manual tripping by an integrated push button.
- The operating mechanisms shall be located outside on the front of the SF<sub>6</sub> enclosure or air insulated main enclosure.
- Each switchboard shall be identified by an appropriately size label which indicates the functional units and their electrical characteristics.
- The compact switchgear shall be suitable for either front or rear cable entry compartments.
- These cable termination compartments will have an overhang over the cable trench. Please note that the existing substations buildings is built for rear cable termination boxes, thus preference will be given to rear cable entry.
- The Bus Section panels and Busbar Riser panels for GIS switchgear must have integral fault make earth switches or shall provide for busbar earthing through a bus section circuit



breaker and three position disconnecter / earthing switch for independent busbar earthing of both sides of the switchboard where bus sections are required on switchboards.

- All gas insulated ring main units and compact switchgear modules shall be provided with a flush mounted SF<sub>6</sub> gas monitoring gauge to indicate gas pressure on the front of the panel. The gauge shall indicate bar pressure and safe and unsafe pressures.
- In the event where bus sections and risers are specified in a switchboard, switch panels shall have a busbar earthing interlock scheme in accordance with SANS 1885, SANS 62271-200, and SANS 62271-201.
- This is to ensure that the busbar earthing panel earthing switch and the bus-section and/or busbar riser panel earthing switch cannot be closed unless all circuit breakers on the side to be earthed of the switchboard (including the associated bus-section circuit breaker) are fully racked out.
- The same interlock scheme shall apply for GIS switchgear panels where a bus section and riser panels are specified, all circuit breakers on the side to be earthed of the switchboard (including the associated bus-section circuit breaker) are isolated and locked out.
- The cable compartment shall be mounted in front of the SF<sub>6</sub> enclosure.
- A three-phase capacitive voltage detection system (VDS) in compliance with IEC 61243-5 / SANS 60270 is required on each control cubicle of each switchgear panel.
- Each switch panel shall be equipped with a Voltage Presence Indicating System (VPIS) in compliance with IEC 61958 to indicate presence of operating voltage. These units shall be equipped with RED LEDs for indication and plugs for electrical phasing of live cables between modules. Universal phase comparators shall be supplied for phasing if required. The VPIS shall be mounted on an easily visible position on the front of the control cubicle above the cable box of ring main units and switchgear panels
- The phasing-out facilities shall comply with SANS 61243-5 and BS 3941, shall have been type tested and shall have proven in-service performance history in harsh coastal environments. All capacitive dividers shall be individually tested for partial discharge in accordance with the requirements of SANS 60270.
- The facilities shall include an integral SANS 61243-5 compliant Voltage Detecting System indication unit installed on the control / relay compartment which shall provide permanent VDS indication facilities.
- A metallic corrosion-resistant 150 mm x 150 mm Type WW7 warning sign in accordance with SANS 1186 shall be permanently attached to the outside of the weather-proof kiosk doors and each cable termination compartment cover or door. If pop-rivets are used, only stainless-steel blind pop rivets will be acceptable.
- Rating plates complying with the requirements of SANS 61869-2 and 61869-3 for current and voltage transformers, respectively, shall be affixed to each current and voltage transformer in a position that is visible without the need to remove the transformer when the relevant compartment door or cover is in the open position. In addition, duplicate rating plates for the current and voltage transformers shall be affixed in a clearly visible position in the inside of the low voltage control / relay compartment.
- Circuit breaker modules of switchgear must be supplied with an alternative dc powered relay as per approved specifications. The tender price for the alternative protection relay shall be based upon the relay being factory fitted in place of the standard protection relay provided for in the tender price.
- The facilities shall further make provision for the comparison of voltage state and phase balance between separate switch-panels on a switchboard through testing with a Universal Phase Comparator in accordance with SANS 61243-5



#### 14.1 Function requirements

The functional requirements apply to both the ring main units and the compact GIS switchgear described in these specifications.

The gas – insulated ring main units and switchgear modules shall be contained in a stainless steel enclosure filled with Sulphur hexafluoride (SF<sub>6</sub>) gas at a pressure to ensure insulation and load breaking functions. A flush mounted SF<sub>6</sub> gas monitoring gauge shall be provided to indicate gas pressure on the front of the all-panel modules. The gauge shall indicate bar pressure and safe and unsafe pressures.

The ring main units and switchgear shall be supplied, and type tested complete with any weather-proof kiosks, pedestals and / or raising bases necessary to comply with the requirements of this specification.

The switchgear shall comprise of single module or multiple module extensible non- automatic switch disconnecter, circuit breaker and/or metering modules, as specified, designed for assembly into switchboards through interconnection with insulated and screened bus bar couplers or external bus bars.

The position of the switch disconnectors, circuit breakers and earth switches shall be clearly visible from the front of the modules. Mechanical interlock systems shall prevent access to the operating shafts of the earth switch when the switch disconnecter and/or circuit breaker are closed. Also, this system must prevent access to operate the switch disconnecter and/or circuit breaker when the earth switch is closed.

All operations of the switchboard must be by means of a common, removable handle for the disconnectors, circuit breakers and earth switch.

The combination modules of ring main units and switchgear shall have 3 positions to clearly show the positions of the switch disconnectors, circuit breakers and earth switches: open-disconnected, closed and earthed on the control cubicle of the module.

The operating mechanism can be used to manually close the circuit breaker and charge the mechanism spring in a single movement. The circuit breakers shall be fitted with a local system to manually close and open by integrated push buttons. There will be no automatic reclosing.

Tenderers shall provide detailed information with their tenders covering the installation requirements necessary to ensure compliance with the IAC rating of the main ring units and switchgear. This shall include requirements for fixing the main ring or its weather-proof kiosk to the floor or plinth, details of minimum wall and roof clearances for indoor installations and details of any restrictions or prohibited access zones necessary in the vicinity of the main ring.

Ring main units and compact switchgear for indoor installation shall have a minimum internal arc classification of IAC AFL 20 kA 0.5 s. All circuit breakers shall meet the requirements of SANS 62271-200. This rating shall apply to the complete ring main unit or assembled compact switchgear switchboard, including cable termination enclosures and any necessary pedestals, or raising bases, as installed.



Ring main units for outdoor installation shall have a minimum internal arc classification of IAC AB 20 kA 0.5 sec, in accordance with the requirements of SANS 62271-201. This rating shall apply to the switchgear and complete ring main unit, including cable termination enclosures, and its weather-proof kiosk, as installed.

Earth continuity shall be provided between the metallic parts of the switchboard and cables so that there is no electrical potential or field in the surrounding air, to ensure safe operation of the modules.

Earthing of the units and switchgear module shall be by means of an earth connection terminals and tinned copper earth bars complying with the relevant standards.

The earthing system on the switchgear and ring main units shall be suitable for the maximum earth fault current as specified in the Rating schedule. The earth bars must be bonded together to provide continuity.

The earth bars shall be fitted inside the cable compartments and allowance shall be made to cover connect external connections to prevent vandalism and theft.

The ring main units and compact switchgear shall be made corrosion proof and painted according to SANS 1091 and SANS 1874. The colour of the outdoor kiosks shall be avocado green (C12). The colour of the switchgear shall be the manufacturer's standard colours.

#### 14.2 Switchgear panel (Module) requirements

##### Switch disconnecter

The three-pole contact switch shall be maintenance free, housed inside the SF6 enclosure with suitable seals around the shafts where they enter the enclosure. The operating mechanism shall be outside the enclosure. The position indication of the switch shall be clearly visible from the front of the panel. Indication's system must be non-corrosive and mimic indication shall not fade in the life span of the switchgear. The operation of the panel circuit breaker shall provide independent manual opening and closing functions as well as mechanical stored tripping energy.

##### Tee off circuit breaker module 200 A and 630A

A circuit breaker and a 630 A disconnecter or switch shall be installed in this module the same way as the disconnecter switch above with the contacts inside the SF6 enclosure. The 200A circuit breaker is connected in series with the disconnecter.

The circuit breaker shall have the interrupting capacity specified in the ratings schedule. The current interrupters shall use vacuum bottles and the operation between the circuit breaker and the disconnecter shall be interlocked. The circuit breaker shall be fitted with an integrated protection relay system without any auxiliary power to include the following:

Three ring core current transformers incorporated in the cable termination compartment. This shall be fitted as such to enable easy removal of the current transformer bracket for the installation if the cable termination.

Alternative bushings with incorporated current and voltage sensors may be offered and indicated as such on the relevant pricing schedule. The current and voltage sensors must be able to meet the power demand of the protection relay offered.



The current transformers must be able to supply the energy to meet the following minimum values:

Rated secondary current 1A, 2.5 VA class 5 P10, 20kA at 1 sec. Allowance must be made for the rated primary range of approximately 40A, 100A to 250A and 350 A or 400A.

The specific primary values per unit will be specified with the placing of the order. The wiring to the transformers and the relay must be protected against accidental damage and shall be connected to a terminal block in the circuit breaker low voltage compartment of the switchgear module.

This compartment must be an integral part of the module and flush mounted with the face of the module. In the case of the ring main units the relay can be housed in the standard fascia of the module.

An electronic relay – ring main units shall be factory fitted with self-powered relays and suitable to operate with the ring type current transformers. The relay system shall ensure fast tripping for both over current and earth fault conditions.

Protection relays shall be fitted with clearly visible indicators identifying when a relay initiated circuit breaker trip has commenced timing or has occurred, and identifying the specific cause of the trip.

The relay shall have an LCD display indicating load current of the module with back light facilities preferred for poor light conditions.

The over current pick-up setting range for relays utilising current transformers shall be selectable from 20% to a minimum of 100% of the nominal relay rating in steps of not greater than 10%.

The earth fault pick-up setting range for relays utilising current transformers shall be selectable from 10% to a maximum of 100% of the nominal relay rating in steps of not greater than 5%.

The protection relay IDMTL over current and earth fault characteristics shall have a minimum operating time setting of 0,1 s or better and steps of 0,1 s or better (at 10x relay setting on the normal inverse characteristic).

The protection relay Definite Time over current and earth fault characteristics shall have time delay settings selectable from instantaneous to at least 1 s in steps of 0,1 s or better.

A low energy release to effectively trip the circuit breaker.

### 14.3 Earthing switch

An earthing switch shall earth the cable with short circuit making capacity, in compliance with the rating Schedule. The earth switch must be able to be operated with the disconnect and circuit breaker open.

The earth switch shall be fitted with its own mechanism and manual closing and opening shall be driven by a fast – acting mechanism, independent of the operator action.

The mechanical interlocking system shall prevent access to the operating shaft to avoid closing the earth switch when the circuit breaker is closed.

Single extensible circuit breaker modules

Busbars for single extensible circuit breaker modules

Full design and installation details for the busbar connections and couplers shall be provided with the tender documentation Busbar extension shall be achieved using busbar coupler inserts, or using external busbars. Busbar connections, whether by busbar couplers or external busbars, shall be fully sealed to preclude ingress of moisture and shall be maintenance free for the service life of the switchgear.



The busbar coupler design shall provide for variations in distance and alignment between adjacent panels and shall be suitable for user installation. Busbar blanking plugs and metal blanking cover plates shall be provided for sealing busbars at the switchboard end.

The compact switchgear shall be provided with protective covers to shroud the external busbars on all sides.

Bushings on compact switchgear for cable connections shall be Type C bushings complying fully with the requirements for MV cable bushings specified below.

The ring main units shall be fitted with air type cable termination enclosures and shall be suitable for termination of three core impregnated paper insulated 11 kV cables of up to 185 mm<sup>2</sup> with dry, heat shrink type cable terminations complying with NRS 053. Cable termination enclosures with cable bushings at staggered heights will not be accepted.

Where ring core current transformers are required for the circuit breaker tee-off modules, the height of the cable termination enclosures shall be a minimum of 800 mm, measured from the centre line of the cable bushings to the gland plate or adjustable rubber cable support clamp.

Where a pedestal or raising base is required to achieve the dimensions indicated above, this pedestal or raising base shall comply fully with the requirements of this specification. The current transformers shall be mounted such that they are positioned over the screened portion of the three cores 11 kV PILC cable termination, but provide sufficient clearance for core crossings below the current transformers.

The cable termination enclosures shall be fitted with internal arc rated removable covers in accordance with the internal arc classification of the ring main unit.

Full design and installation details for the cable clamping and /or gland plates shall be provided with the tender documentation.

Where a pedestal or raising base is required to achieve the specified cable box dimensions or to allow adequate bending radius for the MV cables on indoor ring main units and compact switchgear, this pedestal or raising base shall be supplied as a fully assembled part of the ring main unit. The pedestal or raising base shall be rigid, robust, and completely self-supporting. The pedestal or raising base dimensions shall comply with the ring main unit or compact switchgear footprint dimensions. The ring main unit and compact switchgear shall comply fully with the internal arc3 classification requirements of this specification with the pedestal or raising base fitted,3 and shall have been successfully type tested accordingly.

#### 14.4 Metering modules

The design for the metering module shall be compatible with the assembly of the compact switchgear to be installed as part of a switchboard.

The metering module shall be rated as specified for the extensible switchgear including the same arc classification for the switchgear.

The module shall have a MV compartment, LV compartment to house metering current transformers, voltage transformers, fuses, busbars, busbar extension bushings, test block, terminal blocks and meters as specified.

The LV compartment shall be fitted with and equipped with such terminal blocks, test blocks, LV fuses and links, phase indicators and other fittings as are required. Space and the required wiring for the installation of a main and check meter must be provided in the LV compartment. For the purpose of the tender the factory installation and wiring of two Actaris SL 7000 meters must be included. Alternatively, the specification of the meters would be confirmed before the orders are placed.



Cable access to the LV compartment or termination box shall be from the main cable trench via a suitable multi-core wire-way and gland-plate separate from the MV compartment, to approval, or shall be via a glanded termination from above.

The metering module metering compartment door shall be fitted with a suitable pad lockable locking mechanism with interlocks to prevent the opening of the door while the compartment is live.

The MV metering compartment shall be designed to facilitate the easy removal and replacement of one or more of the current and / or voltage transformers without the need to remove adjacent units or their respective wiring. The replacement of the current and voltage transformers shall be done from the front of the MV metering compartment without the interference of the adjacent panels of the switchboard.

Metering current transformers with dual ratio of 200/100/5 with a burden of 10 VA, Class 0,5 for each phase shall be fitted.

Voltage transformers shall have a ratio of 11000/110 V (three phase unearthed) with a burden of 25VA, Class 0,5 per phase. Fuses for both MV and LV sides are required. The white phase voltage transformer will be fitted with solid link on the LV to enable a 3-phase three-wire system. Cover plates for the MV fuses compartment must be lockable with the required danger labels applied.

The secondary wiring shall be colour coded and must be as such that both the 3 phase 3 wires and a 3 phase 4-wire system can be configured. All secondary wire must be 2.5 mm PCV copper wire (Panel wiring).

A durable printed schematic diagram of the MV and LV wiring and connections must be fitted on the inside of LV compartment door.

Requirements for gas insulated (SF6), fixed pattern type vacuum circuit breaker switchgear

The switchgear shall be designed and be in compliance with the standards as specified under ratings and standard specifications in the tender.

The switchgear panels shall consist of single module, type-tested metal enclosed; factory assembled gas-filled, type and routine tested switchgear for indoor installations. The panels shall be designed for bolting together and shall be connected to form a switchboard.

The panel modules shall be equipped with a fixed mounted circuit breaker, which are serially connected to three position disconnectors. The compartments of the panels shall be partitioned to be separately insulated and for operation of the following:

**Busbar module:**

Gas insulated or fully screened solid insulated extensible at both sides of each panel,

**Fixed Circuit breaker module:**

Gas / Vacuum compartment

**Cable termination compartment:**

Air compartment

**Low voltage compartment:**

Air compartment

Each unit shall be designed to ensure that the enclosure does not rupture in the event of an internal arcing fault. Overpressure created by arcing in an enclosure shall be relieved by means of bursting overpressure relief discs venting out of the enclosure.

The design shall be for a single busbar system with connection to panels to be the plug-in type.



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The busbar compartment of each panel for the gas insulated switchgear shall be fully insulated and house the busbars and 3-position disconnect switch.

The three phases of each busbar shall be provided in either a single gas enclosure or shall be in an air enclosure and be insulated by means of approved solid insulation. Gas enclosures for busbars, where applicable, shall be sealed pressure systems per switch panel. Solid insulated busbars shall be enclosed in a metal compartment.

Bushings on switchgear for connection to external busbars shall be Type C bushings complying fully with the requirements of this specification for GIS switchgear mV cable bushings.

The core module is to contain the fixed mounted vacuum circuit breaker, the instrument sensors for current and voltage (or the conventional CT's) and the cable sockets. The current transformers shall be external to the SF6 enclosure and may be fitted around the Type C cable terminations interphase bushings. The current transformers may be fitted over the outer core bushings.

The 3 core medium voltage cables shall be fed in from the bottom and connected by inner / outer cone plug connectors. Horizontally mounted type C bushings (630A) as specified in these specifications will be considered in the cable termination boxes.

Front or back cable entry will be specified for each board application.

Facilities for easy cable testing including cable voltage test and fault location and for primary current injection, with busbar live, are required.

This compartment must be fitted with suitable cable clamps, copper earth bar for connection to the cable earth connections. The compartment shall be closed with a bolted cover panel.

The low voltage compartment is to contain the switch operating mechanisms and all secondary equipment including a bay protection and control unit. The low voltage compartment must be a self-contained unit with its own front door incorporated in the switchgear panel.

Please include the wiring and space on the incomer panels for the installation of Solkor relays. The relays will be free issued and installed by the Municipality when needed.

Easy access shall be provided from the front only and the feeder protection relay and instruments shall be mounted in the door. Provision must be made for the plug connectors for the auxiliary power and communications.

The gas seals of each gas module shall be designed to ensure that leakage rates are kept to an absolute minimum under all normal pressure, temperature, electrical load and fault conditions. The material of sealing elements shall be such that the seals will not deteriorate during the lifetime of the switchgear equipment when exposed to the gas and vapours, temperature variations and mechanical forces than can normally be expected to be present.

A maximum leakage rate of maximum 0.1% per annum would be considered. The gas tanks should therefore be manufactured according to the latest technology.

Gas tanks manufactured from stainless steel and welded by laser are preferable and shall be sealed pressure systems in accordance with SANS 62271-1, factory filled and sealed and requiring no further gas handling during installation or during the expected life of the switchgear. A gas pressure monitoring device shall be fitted.

An alarm system wired to the relay of the panel associated with the gas density/pressure monitoring devices must be provided.

The panels must safely withstand at least the rated lightning impulse voltage even when the gas pressure falls to atmospheric level.

For operator safety the switchgear must have an active and passive protection system against internal faults in each partitioned compartment.

Temperature-compensated sensors for pressure measurement must also permanently monitor the relevant gas compartment. A lock-out device associated with the gas



density/pressure monitoring devices shall be provided.

Provision must be made for isolating the board in case of an arc in any compartment monitored.

A minimum internal arc classification of IAC AFLR 20 kA for 1 sec is required.

A pressure relief duct on top or sides of the switchboard leading to the outside of the substation is required.

Where gas insulated busbars are offered the alarm facilities and circuits associated with the gas monitoring devices from all sections enclosing any part of the main busbars shall also be grouped together separately for each busbar (electrical) section. These facilities shall be located on the bus section local control panel.

Where applicable, when the section with low gas pressure falls within the main busbars, the control and protection circuits shall be arranged to trip all circuits connected to the busbar in which the faulty section is located.

#### 14.5 Operation and secondary section

The secondary systems are preferably to be implemented in the form of a digital bay protection and control unit. The hardware, including the wiring for detection of measurements and switching conditions, should facilitate universal use of the switchgear panels.

The hardware for this purpose is to be designed as a uniform system independent of function, as a freely programmable device for universal application.

It must be possible to adapt the software for protection and control to the function of the panel by means of a laptop/notebook and corresponding data media. A data interface is to be provided for this purpose. Setting of protection parameters must be possible both by laptop/notebook and manually at the panel. Suitable action is to be taken to ensure that only authorised persons have access to the parameters and programs.

All indications for measurements, switch positions and status or hazard signals are to be presented on a display. Feeder protection shall include the mimic schematic and HMI of the panel. The technology used must be capable of monitoring both itself and the control circuits. Suitable high performance miniature circuit breakers are to be used for the secondary equipment protection.

The function of circuit breaker control programming for delayed closing in the circuit live and earth positions, after the signal to close be given would be preferred. The maximum time for the delay would be preferred to not exceed 10 seconds.

This function must be able to be controlled from the front HMI panel of the circuit breaker.

#### 14.6 Circuit breakers

The circuit breakers interrupters shall be vacuum type and fully type-tested. Test certificates, as evidence of successful completion of type tests shall be submitted with the tender. Only interrupters from reputable manufacturers with a proven service history shall be accepted.

The circuit breakers shall comply with SANS 62271-100 and SANS 1885. The circuit breakers shall be suitable for a 4 year maintenance cycles under normal operating conditions.

The CB mechanisms must be accessible for maintenance.

The circuit breaker operating mechanism shall be an integral part of the circuit breaker itself.

The circuit breaker shall be equipped as follows:

With stored energy spring mechanism for motor charging and emergency manual operation, with mechanical push buttons for closing and opening, with mechanical indicators for switch position and mechanism position, with mechanical counter.

Circuit breakers shall open with normal speed and with full travel under all operating conditions including the conditions of failure to latch or a trip impulse being given during the closing stroke.



A local mechanical indicator shall be provided on each operating mechanism to show whether the circuit breaker is in the open or closed position. This should be driven as directly as possible from that portion of the moving contact drive rod located at earth potential and shall be mounted in a position where it is clearly visible to a person standing in front of the switchgear.

The state of charge of the operating springs shall be indicated by a mechanical device which shows 'SPRING CHARGE' when operation is permissible and 'SPRING FREE' when operation is not possible. A local manual spring release device shall be provided and arranged to prevent inadvertent operations.

Auxiliary switches, linked as directly as possible from the contact drive shall be provided for remote indication.

#### 14.7 Disconnectors and earth switch

Disconnectors combined with earthing switches (3 position switches) shall be motor operated. In cases of emergency, manual operation must be possible. Detection of the switch positions is to be performed by wear and tear free proximity sensors (optionally with auxiliary switches). The earthing position for all 3 phases must either be visible or directly detectable at the drive mechanism.

Disconnectors combined with earthing switches (3 position switches) shall be DC motor operated for GIS indoor switchgear.

Interlocks must be provided to ensure the following operations:

Limit position blocking of the switching devices,

The earthing position for all 3 phases must **either** be visible **or** directly detectable at the drive mechanism.

Interdependence of disconnector and earthing switch in the same panel, Interdependence of the disconnector and the circuit breaker in the same panel,

Interdependence of the circuit breaker and the earthing switch in the same panel, Dependence of the disconnector on the bus coupler circuit breaker and vice versa. Fundamentally, the protection against mal-operation is to be effected by software in the panel unit. Electromechanical or software based interlocking is acceptable.

Protection accessories

#### 14.8 Voltage transformers

The Voltage transformers compartment shall be designed for easy removal and installation of replacement VT. The voltage transformers shall comply with SANS 61869-1 and SANS 61869-3 and according to this specification and values elsewhere in the tender. Voltage transformers shall be resin encapsulated and connected on the feeder side of the incomer panel. The final ratings will be confirmed at time of order per panel. Single phase VTs on a common withdrawable carriage assembly will be preferred.

The VTs shall be installed in a separate metal clad compartment and connected by isolating contacts. The arrangement shall be as such that the VTs can be easily withdrawn from the fixed contacts in a horizontal or vertical position.

The VTs shall be protected by approved sets of fuses on the primary as well as the secondary side.

VTs configurations for the GIS type switchgear shall be preapproved.



#### 14.9 Current transformers

The Current transformers compartment shall be designed for easy removal and installation of replacement CTs. The current transformers shall comply with SANS 61869-1 and SANS 61869-3 and according to this specification and values elsewhere in the tender.

The current transformers are required to work in conjunction with other equipment and must accordingly have characteristics suitable for accommodating the feeder protection or transformer protection as specified in the Schedules.

Where required, the secondary windings of the protection current transformers and metering current transformers shall be brought out to GE type PK-2 4-way test blocks with integral shorting facilities. Where specified the secondary windings of the current transformers for metering shall be brought out to 20-way type test blocks with integral shorting facilities as approved by the Electrical Services.

The connection terminals provided for the current transformer in the LV control / relay compartment shall be with test sockets suitable for 4mm test plugs, to be used with jumpers for the purpose of shorting of the CT secondary side during ratio selection.

Digital sensors will be considered as an alternative for the abovementioned current transformers. These digital sensors must be able to fit over the specified "C" type bushing with no interference to the design of the switchgear and cable boxes. Evidence of type test on the offered digital sensors must be included in the tender. The electrical characteristics of the digital sensor must match the specification of the current transformers or better.

**Note: Tenderers must clearly indicate the offer of digital sensors as alternative and include specification of the equipment offered.**

#### 14.10 Painting and rust proofing

The panel enclosures must be treated, be made corrosion proof, and painted according to SANS 1091 and the color to be the manufacturer standard. Light grey RAL 7035 would be preferred.

The finish of interior surfaces of the metal clad enclosures shall facilitate cleaning and inspection. The finish of the interior surfaces shall be given in the Schedules. The equipment shall be manufactured and assembled at the Manufacturer's works under conditions of the utmost cleanliness and before works testing and packing for shipping, interior surfaces, insulators, barriers, etc., shall be thoroughly cleaned.



#### 14.11 Tests and commissioning

All type and routine testing including relevant test certificates shall be done and attached to the tender document as required.

#### 14.12 Inspections and tests

It must be possible to inspect and witness any test of the switchgear and kiosks during manufacturing and prior to final painting / completing and delivery as may be required by the Electrical Engineer or his duly appointed representatives. The Electrical Engineer may call for inspections and test and must be given reasonable access to the factory / plant, where equipment is manufactured required in the tender. This includes any sub-contractor to the manufacturer. The tenderer shall notify the Engineer a minimum of 10 working days in advance of the proposed final testing and completion date. The Engineer or his duly appointed representatives should have the right to inspect the completed equipment at the manufacturer's factory before delivery, as he may consider necessary.

#### 14.13 Delivery

All materials and equipment shall be delivered and off loaded at the Electrical Stores, Beltana, Helshoogte Road, and Stellenbosch. The Tendered is responsible for the packing and safe handling of the equipment from the manufacturer or any supplier, to the stores.

This includes the packing and handling of loose accessories, for example busbars, bushings, bolts & nuts. All accessories shall be properly crated and the crates and boxes marked on the outside according to the appropriate order and assembly lists. The Tenderer is responsible for the arrangement of transport and off-loading of equipment at Stellenbosch. Any transport and off-loading damage shall be made good by the Tenderer.

#### 14.14 Guarantee and Quality

Quality of material and equipment:

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

#### 14.15 Guarantee:

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

#### 14.16 Installation program

A proposed installation program must be submitted within 14 days to the Electrical Services, Substation Section following the receipt of an official order from the Municipality. The program will be in terms of this tender and must be mutually agreed on prior to start of installation.

The panels may, in some instances must be installed in live substations. The installations will be required on an as and when needed basis when switchgear in substation is replaced.



The programme involves installation, checking, testing and commissioning medium voltage switchgear and associated control cables and related equipment such as current transformers, voltage transformers and protection relays, and providing test and commissioning certificates in respect thereof, as and when required.

The Tenderer shall implement and maintain adequate safety precautions to avoid damage to the existing and nuisance tripping of circuits. In most cases the new panels shall be installed on the same position as the old switchgear.

For network stability reasons the Contractor shall provide adequate resources to enable installation in the shortest possible time.

For the purpose of time frame estimations, a typical switchboard of 8 panels must be used.

#### 14.17 Removal of old equipment

The removal of old switchgear will be done by the Municipality. The substation will then be inspected to determine whether the new switchgear can be installed. Alterations of the substation will be done by the Municipality in co-operation with the supplier of the new switchgear.

The disconnection and termination of the primary cables will be done by others.

The contractor must allow time frames for the disconnection and termination of the primary cables in temporary ring main units; this will be done by others but in co-operation with the successful Contractor.

#### 14.18 Disconnect and strip bus wiring;

Unbolt panels and prepare for removal from the substations to the Municipal stores;

An asset list shall be prepared of all materials handed over to the Municipal stores and it shall be signed by dually authorized staff from the Municipality as well as the contractor. Allowance shall be made for interruptions in the work program required during the changeovers.

#### 14.19 Installation of new panels

Panels are to be installed by an OEM approved contractor and the full warranty of board shall be carried by the supplier. All panels shall be installed on a pre-approved galvanized steel floor frame. The frame shall be levelled with a laser level device and checked after the frame was bolted to the floor with suitable rawl bolts.

In the event that the panels were offloaded at the Municipal stores, the panels are to be transported from the Municipal stores to the substations by the Contractor. The Contractor shall be responsible for arrangements for the delivery of the equipment to the substations and shall provide all labour, plant and material necessary for the safe and efficient off-loading and moving of equipment on site for installation.



The board shall be installed according to the manufacturer specifications and the following shall be ensured:

The correct size and colour wires are used for the bus wiring,

That all grommets are fitted per panel,

All connections are tight and secure,

Independent test are to be carried out on the Red, White, Blue phases panel to panel and not on the completed board as a whole.

Continuity to be tested of all wiring systems,

Bus bars are to be torqued to the manufacturer specifications.

Substation tools are to be mounted on a pre-approved position on inside wall of the substation.

#### Testing of panels

It is required that all testing to be done as per switchgear manufacturer specifications and the relevant SANS standard for Voltage & Duration. The testing and commissioning may only commence after the following work has been completed:

All the bus-wiring between switchboards / relay control panels have been connected, all terminal block shall be tightened and checked. All wiring shall be terminated on approved terminal blocks;

All the relevant equipment and wiring has been labelled correctly;

The D.C. auxiliary supply has been connected to the equipment;

The relevant high voltage pressure tests have been performed.

#### 14.20 Functional testing

Prior to commencing any functional testing, the following preliminary checks shall be carried out:

All new wiring done on site (i.e. Bus-wiring, D.C. auxiliary supply wiring, connection to CT's on VT's and outdoor switchgear, marshalling kiosks, etc.) shall be checked against the drawing using a continuity tester;

All new lead numbers and all new lugs shall be checked for secure crimping and proper electrical contact;

All terminal strips shall be checked for tightness and proper electrical contact;  
The D.C. auxiliary supply voltage shall be checked to ensure that the voltage is within the range of the protection relays and related equipment,

All new wiring, as well as CT and VT circuits, shall be tested at 500V D.C. with respect to earth, and the correct earthing of CT and VT circuits shall also be checked;



The loop resistance of pilot wire cables (where applicable) shall be measured and noted in the substation commissioning report;

All indication instruments shall be checked for damage and their pointers adjusted to zero.

#### 14.21 Commissioning of panels

Functional tests shall be carried out to ensure that all combinations of operation of the protection and control switching / selection result in the correct operation of circuit breakers, either by tripping or closing. All relays shall be operated in turn to trip the circuit breakers. All types of indication and alarms on the relays shall be checked for correct operation. Panel switches and isolators shall be checked for correct function and selection in all positions. The results of the following tests shall be noted in the substation commissioning test report:

#### 14.22 Secondary Current / Voltage Injection Tests

All measuring type protection relays, particularly those using multiple inputs, shall be tested for operation at various points (not less than 5) on their operating characteristics by means of secondary injection tests.

The total circuit from the tests block, up to and including the relay, shall be tested by means of secondary injection and the results shall be noted in the substation commissioning report.

Only the characteristics of the required final relay settings should be checked and noted during commissioning tests.

Secondary injection of Ammeter and Volt Meters to prove Operation & Calibration. Thermal function of ammeters to be proved.

#### 14.23 Primary Current Injection Tests

That the CT secondary currents reach the protection relays correctly;

That metering CTs saturate at the correct current levels;

That CT ratios and polarity are correct and that CTs were not damaged during transit and installation;

Stability of differential protection for through-faults and correct operation for internal faults.

#### 14.24 Circuit Breaker Trip Test

All new circuit breakers shall be tested for correct mechanical and electrical operation; Comprehensive tests shall be done to prove all interlocking mechanisms, safety locks, auxiliary contacts, latching devices, trip circuit supervision, SF6 gas alarm circuits, trip-testing circuits, etc.

The resistance of the trip coils (main and back-up) shall be measured and noted in the substation commissioning report.

#### 14.25 Correction of Drawings

All alterations made at the substations during the installation and commissioning to the equipment shall be marked up on the drawings.

The marked-up drawings shall be returned to the supplier original drawing office for correction of their master copies and thereafter be re-issued as "AS BUILD" drawings.

All drawings shall be issues in hard copy as well as electronic format.



#### 14.26 Substation commissioning report

A comprehensive substation commissioning test report containing all the relevant test results shall be submitted to the Municipality after final commissioning has taken place.

The above substation commissioning test report shall be submitted irrespective of whether a representative of the Municipality was present during the tests or not.

Only a dually appointed representative of the Municipality witnessing the tests for the commissioning of the switchgear shall sign the acceptance of the substation reports.

#### 14.27 Software and diagnostic programmes:

Software programmes for protection systems must be supplied and installed on three computers supplied by the Municipality. All connecting cables and interfaces for three devices necessary for the communication to the relays must be included.



## 15 Health and safety requirements

- 15.1 The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
- 15.2 All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
- 15.3 The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
- 15.4 The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
- 15.5 Discipline in the interests of occupational health and safety shall be strictly enforced.
- 15.6 Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
- 15.7 Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
- 15.8 No substandard equipment/machinery/articles or substances shall be used on the site.
- 15.9 All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
- 15.10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub- contractor/s.
- 15.11 No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
- 15.12 No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
- 15.13 Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.



**16 Health and Safety template:**

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

\_\_\_\_\_

(Contractor/Mandatory/Company/CC Name)

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

I, \_\_\_\_\_ representing \_\_\_\_\_ as an employer

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

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

COID ACT Registration Number: \_\_\_\_\_

OR Compensation Insurer: \_\_\_\_\_ Policy No.: \_\_\_\_\_

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

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

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

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

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness: \_\_\_\_\_ Mandatory \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Witness for and on behalf of Stellenbosch Municipality



Returnable schedules: - Ring main units and compact switchgear

The following schedules must be fully completed by the Tenderer

## 17 Normative references:

1	Compliance with standard specifications	Yes/No
	Cable terminations and live conductors within air-insulated enclosures	NRS 012
	Metal-enclosed ring main units for AC Voltage 1kV – 24kV	SANS 1874 – 2005
	Quality management systems	SANS 9001
	Common Specifications for mv switchgear and control gear standards	SANS/IEC 60694
	A.C. Metal-enclosed switchgear and control gear for rated voltages > 1kV and < 52kV	SANS/IEC 62271-200
	A.C. Current Disconnections (isolators) and earthing switches	SANS/IEC 62271-102 AC
	Medium Voltage switches 1kV – 52kV Part 1: MV AC Circuit Breakers	SANS/IEC 60265-1 SANS/IEC 62271-100
	Medium Voltage alternating current switch-fuse combinations	SANS/IEC 62271-105
	Classification of degrees of protection provided by enclosures	SANS/IEC 60529
	Specification of SF6 used in electrical switchgear	IEC 60376
	Voltage Transformers	SANS/IEC 60186
	Protection Relays	SANS 1091
	Accessories for mv cables	SANS/IEC 60255 -151
	Current Transformers	NRS 053
	Inductive voltage transformers	IEC 60044 – 1
	Voltage detection system (VDS)	SANS 60044-2
	Painting / powder coating national colour standard	SANS 61243-5 SANS 1091 / SANS 780
	Electric cables – Impregnated paper insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables)	SANS 61243-5 Part 5
	Standard voltages, currents, and insulation levels for electricity supply	SANS 97
	Metal-clad switchgear for rated A.C. voltages above 1 kV and up to and including 36 kV – General requirements and methods of test	SANS 1019 SANS 1885



## 18 Ratings for ring main units and gas insulated compact switchgear:

2	35.4. Ring Main Units and gas insulated switchgear	Yes/No
	Nominal Voltage (kVms)	11
	System Frequency (Hz)	50
	Number of phases	3
	Rated voltage (kVms)	12
	Rated impulse voltage (kVpeak)	95
	Rated short-duration power frequency withstand voltage (50Hz: 1 min) (kVms)	28
	Rated normal current of Disconnecter / busbar (A)	630
	Rated current of tee-off circuit breaker (A)	630
	Rated current of branch circuit breaker	630
	Rated current of transformer circuit breaker	200
	Rated short-circuit breaking current of circuit breaker (KA ms for 0.5 second at 12 kV)	200
	Rated short circuit making current – all switches (kA)	20
		50

## 19 Ring main units and gas insulated switchgear:

3	Description	Requirements	Ring main Units Yes / No	Switchgear Yes / No
	Manufacturer:			
	Type and model			
	Configuration: (specify sequence configuration) Switch disconnecter Circuit breaker tee off Circuit breaker single module extensible			
	Cable testing facilities: Switch disconnecter Circuit breaker tee off	Required Preferred		
	Integral cable earthing switch: Ring main switch disconnecter Circuit breaker	Required Required		
	Accessibility of compartments: Switch / disconnecter / busbar enclosure Cable compartment Cable test facility compartment Metering compartment – air insulated	Not accessible Interlocked Interlocked Interlocked		



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Padlocking facilities: All operating shafts, metering compartments	Required		
Insulation medium in switch enclosure	SF <sub>6</sub>		
Switch disconnecter / earth switch interrupting medium	SF <sub>6</sub>		
Circuit breaker interrupting medium	SF <sub>6</sub> / vacuum		
Circuit breaker operation: Umbilical cord facility (Compact switchgear) "Canon socket" with 15 m lead with each substation order	Required		
Provision of lifting facilities on all modules	Required		
<b>Dimensions of cable boxes: Internal arc vented air insulated (interlock front covers)</b> Distance between cable support and bushing centre: Current transformers and circuit breakers Cable: PILCA STA 3 C 11 kV max size required	Required 650 mm 185 mm		
Distance between cable bushing centres Cable bushings Type C with M16 reducing stud	Specify in mm Required		
Type of material for module manufacturing:			
Switch – disconnecter enclosure Material thickness	mm		
Module structure sheet steel: - Material thickness	mm		
<b>Protection relays: (Self powered)</b> Make and model offered: Alternative make and model (HMI fitted) Auxiliary contact facilities	4 x NO min		
Relay over current and earth fault characteristics	DT,NI,VI,EI		
Over Current setting range	20 – 100% In, 10% steps		
Earth Fault setting range	10 – 100% In, 5% steps		
Time multiplier setting range: IDMTL	Min 0,1 s, 0,1 s steps		
<b>Protection relays: (30V DC powered)</b> Make and model Alternative make and model	Equal to REF 615 D		
Instantaneous over current / earth fault settings	Required		
Cable Voltage indication and phasing facilities Type and model	Required		
Gas pressure gauge visible from front of module	Required		


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	Rated normal current of ring main switch disconnecter	630 A		
	Rated normal current of circuit breaker tee-off	200 A		
	Rated normal current of circuit breaker	630 A		
	Rated normal current of busbars	630 A		
	Rated short circuit making current (all modules)	50 kA		
	Internal arc classification of ring main unit and compact switchgear (indoor)	IAC AFL		
	Internal arc classification of ring main unit & kiosk (outdoor)	IAC AB		
	Rated short time withstand current	20 kA for 0.5s		
	Rated short time withstand current circuit breaker	20 kA for 0.5s		
	Rated peak withstand current	50 kA		
	Rated peak impulse withstand voltage	95 kV		
	Rated voltage	12 kV		
	Busbars: Type of extensions	External Coupler /		

**20 Outdoor Kiosks:**

4	Description	Requirements	Yes / No
	Outdoor kiosks:		
	Material type	3CR 12	
	Material thickness (Minimum)	2 mm	
	Dimensions: (Overall)		
	Height	mm	
	Depth	mm	
	Width 3-way unit	mm	
	Width 4-way unit	mm	
	Width 5-way unit	mm	
	Provision of lifting facilities	Required	
	Corrosion protection procedure and paint	Epoxy powder coating Avocado green	
	Internal arc classification of ring main unit & kiosk (outdoor)	IP 44	



## Metering and protection

5	Description	Requirements	Ring main Units Yes / No	Compact switchgear Yes / No
	Current measurement method	C T's / sensors		
	<b>Protection current transformers:</b>			
	C T Ratios Ring Main T-off circuit breakers	200/1 A		
	C T Ratios Compact switchgear range	40, 80, 250, 350A or 400 A		
	CT Class and accuracy limit factor	5P10		
	CT Rated burden	2,5 VA		
	CT Short time current rating	25 kA 1 s		
	<b>Metering current transformers:</b>			
	C T Ratios	Appr. 200/100/5		
	Rated Burden	10 VA		
	Accuracy class	0,5		
	Short-time thermal current withstand	25 kA 1 s		
	<b>Metering voltage transformers:</b>			
	Ratio	11000/110 V		
	Rated Burden Range 0 – 100 %	25 VA		
	Accuracy class	0,5		

GIS insulated switchgear for extensions and new installations:

## 21 Ratings and schedule for GIS switchgear:

6	Description	Requirements	Yes / No
	Please complete: Manufacturer: Type and model:		
	Configuration: GIS metal clad indoor fixed circuit breaker panel with integral series disconnect and earth switch. Fully equipped for Incomer, feeder, and bus section. Ambient temp –max +40, min-5 deg, altitude less than 1000 m	630/1250A rating	
	Circuit breaker interrupting medium	Vacuum / SF6	
	Rated busbar current	1250 A	
	Feeder panel rated normal current of circuit breaker: Bottom rear cable entry max cable 185 mm 3c PILCA PVC, min 35 mm 3c PILCA PVC,	630 A	



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Incomer panel rated normal current of circuit breaker: Cable mounted fixed VT, Solkor Rf, pilot cable Bottom rear cable entry max cable 185 mm 3c PILCASTA PVC	1250 A	
Rated frequency	50 Hz	
Rated voltage	12 kV	
Rated short time withstand current	20 kA for 3 s	
Rated short time withstand current circuit breaker	31.5kA for 3 s	
Rated peak withstand current	80 kA	
Rated short circuit making current	80 kA	
Rated peak impulse withstand voltage	95 kV	
Rated power frequency withstand voltage	28 kV	
Circuit breaker indication: Front of breaker indication: Open close positions Mechanism charged / discharged Earthing position	Mechanical Mechanical Mechanical	
Operating mechanism: open, close, trip	Mechanical	
Charge method for mechanism	Hand & motor	
Charge motor rating – circuit breaker	110 V DC	
Switch disconnecter motors	110 V DC	
Close and trip coils required	110 V DC	
Circuit protection	CB (miniature)	
<b>Description</b>	<b>Requirements</b>	<b>Yes / No</b>



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	<p>Metal clad panel:          Panel protection MV compartments          Low voltage compartments</p> <p><b>Instruments</b>          Operating switch – mimic schematic back light          Local / Remote selector switch          C/B closed          C/B Open          Voltage present indication on cable          Amp meter 96 mm          Scale plates to confirm with order</p> <p><b>Relays</b>          Communication          Connection          Over current and Earth fault &amp; measurement          Arc sensors (Light and Current)          Gas density alarm programmable LED          Remote monitor pilot wire          Test blocks (Protection &amp; Metering)</p> <p><b>Protection and Metering</b>          Solkor RF (If applicable)          VT Ratio          Burden &amp; class          Location          Protection current 15VA 10P15          Differential Class 10P15 15 VA</p> <p><b>Cable box:</b>          Air insulated          Gland plate          Cable size Maximum          Cable size Minimum</p> <p>Critical Spares</p> <p>(Please specify parts and quantity)          Limit switches          Arc sensors          Close, open coils          Circuit breaker charge motor          Switch disconnecter motor          Set of cable test prongs and tools          HMI interface (If applicable)</p>	<p>IP 65          IP 4X</p> <p>HMI interface          L/R          HMI mimic          HMI mimic          Cable live          MD &amp; instant</p> <p>Equivalent to          REF 615 D          IEC 61850          Fibre optic / Ethernet          Required</p> <p>Required          In OC/EF relay</p> <p>Required</p> <p>Pilot wire          11000/110          50 VA CL 0,5          Cable          400/200/1          800/1</p> <p>Rear cable entry          Rubber clamp          185 x3 C PILC          35 x 3 C PILC</p>	
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**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.



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

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

Attach additional pages if more space is required.



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

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

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

Attach additional pages if more space is required.



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**22. FORM OF OFFER AND ACCEPTANCE**

**NOTE:**

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

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

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM: 55/26**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

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



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## 2. ACCEPTANCE

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



**23. PRICING SCHEDULE**

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

**Section A:**

**Ring Main units**

Item No	Description	Unit	2025/2026 Unit Price Excl Vat	Delivery Period (Weeks)
A1	Non Extensible 3-Way ring main unit on raised base: - 2 x switch disconnectors 1 x circuit breaker tee - off combination as specified	each		
A2	Non Extensible 3-Way ring main unit on raised base: - 3 x switch disconnectors as specified	each		
A3	Non Extensible 4 -Way ring main unit on raised base: - 4 x switch disconnectors as specified	each		
A4	Non-Extensible 4-Way ring main unit on raised base: - 2 x switch disconnectors 2 x circuit breaker tee - off combination as specified	each		
A5	Non Extensible 5-Way ring main unit on raised base: - 2 x switch disconnectors 3 x circuit breaker tee - off combination as specified	each		
<b>Total for indoor ring main units.</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Compact switchgear for indoor installation**

Item No	Description	Unit	2025/2026 Unit Price Excl Vat	Delivery Period (Weeks)
A6	Extensible 1-way switchgear circuit breaker module on raised base including <b>self-powered</b> relay as specified. Busbars and accessories must be included for <b>left hand</b> extensions.	each		
A7	Extensible 1-way compact switchgear circuit breaker module on raised base including <b>30V DC powered</b> relay factory fitted in low voltage compartment as specified. Busbars and accessories must be included for <b>left hand</b> extensions.	each		
A8	Extensible Bus Section module to be combines with A5, A6 and A7 as specified. Busbar and accessories must be included for left and right hand extensions.	each		
A9	Extensible switchgear metering module including riser module if required to combine with A5, A6 and A7 as specified. Busbar and accessories must be included for left and right hand extensions.	each		
<b>Total for compact indoor switchgear. TRANSFER TO THE SUMMARY SCHEDULE</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Section B:**

**Ring Main units for outdoor installation**

Item No	Description	Unit	2025/2026 Unit Price Excl Vat	Delivery Period (Weeks)
B1	Non Extensible 3-Way ring main unit on raised base: - 2 x switch disconnectors 1 x circuit breaker tee - off combination as specified fitted inside a weatherproof kiosk as specified	each		
B2	Non Extensible 4-Way ring main unit on raised base: - 2 x switch disconnectors 2 x circuit breaker tee - off combination as specified fitted inside a weatherproof kiosk as specified	each		
B3	Non Extensible 4 -Way ring main unit on raised base: - 4 x switch disconnectors as specified fitted inside a weather proof kiosk as specified	each		
B4	Non Extensible 5-Way ring main unit on raised base: - 2 x switch disconnectors 3 x circuit breaker tee - off combination as specified fitted inside a weatherproof kiosk as specified	each		
B5	Non Extensible 5-Way ring main unit on raised base: - 2 x switch disconnectors 2 x circuit breaker tee - off combination Bulk metering comprising screened VT's, LV metering cubical as specified fitted inside a weatherproof kiosk as specified	each		
<b>Total for outdoor ring main units. TRANSFER TO THE SUMMARY SCHEDULE</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Section C:**

**Ring Main units and switchgear installation**

Item No	Description	Unit	2025/2026 Unit Price Excl Vat	Delivery Period (Weeks)
C1	Universal Phase comparator devices, as specified.	each		
C2	Installation of items A6, A7, A8 and A9 as required for cold commissioning: Labour to include Supervisor, Skilled, unskilled and travel and accommodation for a typical new installation. Note: Items A5 and A6 will not be included in the same single substation switchboard. Complete switchboards will either be A5 or A6.	each		
C3	Umbilical cord complete for operating circuit breakers on compact switchgear. (15m cord). (One per substation order)	each		
C4	Delivery and off-loading cost to the Electrical stores, Beltana, Stellenbosch.	each		
C5	Training: Panel Operator and preventative maintenance: Training to be done locally when switchgear is commissioned. Per group of 8 persons	Per Hr		
C6	Training: Relay software operations and functions: Training to be done locally when switchgear is commissioned. Per group of 8 persons	Per Hr		
<b>Total for installation of compact switchgear. TRANSFER TO THE SUMMARY SCHEDULE</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**Section D:**

**GIS Type switchgear**

Item No	Description	Unit	2025/2026 Unit Price Excl Vat	Delivery Period (Weeks)
D1	Metal clad GIS incomer panel 1250 A complete with busbars extension set. Vacuum fixed circuit breaker. IAC AFLR Rating. Outer cone cable bushings for 3 single core 11 kV cables, rear cable entry:	Each		
D2	Metal clad GIS <b>feeder panel</b> 630 A complete with busbars extension set. Vacuum fixed circuit breaker. IAC AFLR Rating. Inner cone cable bushings for 3 core 11 kV cable, rear cable entry:	Each		
D3	Metal clad GIS <b>bus section and riser</b> module 1250 A as specified	Each		
D4	Arc venting ducts as specified for a typical 13 panel switchboard	Each		
D5	Additional items and accessories as specified and required to equipment offered.	Each		
D6	Installation of items D1 to D4 as required for cold commissioning: Labour to include Supervisor, Skilled, unskilled and travel and accommodation for a typical new installation.	Each		
D7	Delivery and off-loading cost to the Electrical stores, Beltana, Stellenbosch.	Each		
D8	Training: Panel Operator and preventative maintenance: Training to be done locally when switchgear is commissioned. Per group of 8 persons	Per Hr		
D9	Training: Relay software operations and functions: Training to be done locally when switchgear is commissioned. Per group of 8 persons	Per Hr		
<b>Total for GIS outdoor switchgear. TRANSFER TO THE SUMMARY SCHEDULE</b>				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**SUMMARY SCHEDULE**

<b>SUMMARY SCHEDULE</b>	
<b>Ring Main Units and Compact Switchgear</b>	
<b>Total for indoor ring main units.</b>	
<b>Total for compact indoor switchgear.</b>	
<b>Total for outdoor ring main units.</b>	
<b>Total for installation of compact switchgear.</b>	
<b>Total for GIS outdoor switchgear.</b>	
<b>VAT</b>	
<b>Total Bid price (Incl. VAT)</b>	

Purchase orders will be placed as and when required during the contract period. All equipment to be supplied and delivered shall be so supplied and delivered to Stellenbosch Municipal Stores, Beltana Complex, Helshoogte Road, Stellenbosch.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**24. DECLARATION BY TENDERER**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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