



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO: BSM 19/27

**OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH,
WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE
2029**

Ending 30 June 2029

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 138):			
BBBEE LEVEL			
CLAIM POINTS FOR	LOCALITY	YES	NO

OCTOBER 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Oupa Selowe

**Senior Manager: Water and
Wastewater Services**

Tel. Number: 021 808 8240



TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 19/27: OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029

TENDER NUMBER: **BSM 19/27**
DESCRIPTION: **OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**

The contract involves the operation, preventative maintenance and maintenance management of Stellenbosch, Wemmershoek and Pniel WWTW's on behalf of Stellenbosch Municipality. The contract will run from appointment date until 30 June 2029, where the contractor will be responsible for the operation, management and providing routine maintenance to Stellenbosch, Wemmershoek and Pniel Wastewater Treatment works. The Contractor will be required to have a suitably qualified and experienced person on the works and this person will be responsible for overseeing the operation and maintenance of the works. The contractor once appointed will be required to comply with the agreement which provides amongst others, the operation and maintenance obligations of the contractor, performance guarantees, target compliance, timeframes, and penalties.

CLOSING DATE: **02 NOVEMBER 2026**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined for all the maintenance/construction items in the BOQ, in accordance with regulation 25(7A) of the construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 – **Class of Construction Works: Minimum 4 ME or higher.**

INFORMATION:

Tender Specifications: Oupa Selowe, 021 808 8240; email: oupa.selowe@stellenbosch.gov.za
SCM Requirements: Jeanette Williams at 021 808 8524; email: jeanette.williams@stellenbosch.gov.za

Office hours for collection of Documents: **08h30-15h30**

Tender documents must be printed or purchased before the clarification meeting in order to make sure of the eligibility criteria of the contract.

Compulsory clarification meeting:

A compulsory tender information meeting and site inspection will be held on **13 OCTOBER 2026 at 11h00**, where the tenderers will meet at the Stellenbosch Wastewater Treatment Works for a discussion on the tender, procedures and scope of the works. The attendance certificate of the information meeting and site meeting will be signed before and after the site meeting. Persons not present at the end of the site meeting will be disqualified. Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Municipal Office Co-ordinates: 33° 56' 12.0"S - 18° 51' 43.3"E
Stellenbosch WWTW Co-ordinates: 33° 56' 38.9"S - 18° 49' 30.8"E

Tenders may only be submitted on the Tender documentation 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, part of or any Tender.

Sealed Tenders, with "**BSM 19/27: OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not **accompanied** by a complete Tender document, will not be considered.



NOTE: This tender will be evaluated in terms of the General Conditions of Contract (General GCC & 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:

Price	90
B-BBEE status level of contribution	10
Total points for Price and B-BBEE	100

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a nonrefundable **fee of R 835.00***

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

G Mettler (Ms)
MUNICIPAL MANAGER



BID KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U HIERMEE UIT OM TE TENDER VIR BSM 19/27 BEDRYF VAN DIE STELLENBOSCH, WEMMERSHOEK EN PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2029

TENDERNOMMER: **BSM 19/27**
BESKRYWING: **BEDRYF EN ONDERHOUD BESTUUR VAN VAN DIE STELLENBOSCH, WEMMERSHOEK EN PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2029**

Die kontrak behels die bedryf, voorkomende instandhouding en instandhoudings bestuur van die Stellenbosch, Wemmershoek en Pniel afvalwaterbehandelingswerke namens Stellenbosch Munisipaliteit. Die kontrak sal vir duur vanaf aanstellings datum tot en met 30 Junie 2029, waar die kontrakteur verantwoordelik sal wees vir die bedryf, bestuur en die verskaffing van roetine-instandhouding aan Stellenbosch, Wemmershoek en Pniel -afvalwaterbehandelingswerke. Daar sal van die Kontrakteur verwag word om 'n toepaslik gekwalifiseerde en ervare persoon op die werke te hê en hierdie persoon sal verantwoordelik wees vir toesig oor die bedryf en instandhouding van die werke. Sodra die kontrakteur aangestel is, sal daar vereis word om te voldoen aan die ooreenkoms wat onder andere voorsiening maak vir die bedryfs- en instandhoudingsverpligtinge van die kontrakteur, prestasiewaarborge, teikennakoming, tydraamwerke en boetes.

SLUITINGS DATUM: **02 NOVEMBER 2026**
SLUITINGS TYD: **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 vir al die instandhouding/konstruksie items in die BOQ, in ooreenstemming met regulasie 25(7A) van die Konstruksie-industrie Onwikkelingsraad, Regulasies, 2004 (soos gewysig op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van **Minimum 4 ME of hoër hê**.

NAEVRAE:
Tenderspesifikasies: Oupa Selowe, 021 808 8240; email: oupa.selowe@stellenbosch.gov.za
SCM Vereistes: Jeanette Williams at 021 808 8524; email: jeanette.williams@stellenbosch.gov.za

Kantoor Ure
vir afhaal van dokumente: **08h30-15h30**

Tenderdokumente moet voor die ophelderingsvergadering afgelaai word om seker te maak van die geskiktheidskriteria van die kontrak.

Verpligte toeligtingsvergadering:

'n Verpligte tenderinligtingsvergadering en terreininspeksie sal op **13 OKTOBER 2026 om 11h00** gehou word, waar die tendersaars by die Stellenbosch-afvalwatersuiweringswerke sal vergader vir 'n bespreking oor die tender, prosedures en omvang van die werke. Die bywoningsertifikaat van die inligtingsvergadering en terreinvergadering sal voor en na die terreinvergadering onderteken word. Persone wat nie aan die einde van die terreinvergadering teenwoordig is nie, sal gediskwalifiseer word. Tendersaars moet by die tereinsvergadering verteenwoordig word deur 'n persoon wat toepaslik gekwalifiseerd en ervare is om die implikasies van die betrokke werk te begryp.

Munisipale Kantoorcoördinate: 33° 56' 12.0"S – 18° 51' 43.3"E
Stellenbosch Rioolwerke ko-ordinate: 33° 56' 38.9"S - 18° 49' 30.8"E

Tenders mag slegs ingedien word op die Tenderdokumentasie uitgereik deur Stellenbosch Munisipaliteit en moet geldig wees vir 180 dae na tendersluiting. Laat, elektroniese formaat, telefoniese of gefaksde tenders sal nie oorweeg word nie en Stellenbosch Munisipaliteit verbind hom nie om die laagste, deel van of enige tender te aanvaar nie.

Verseëelde tenders, met **"BSM 19/27: BEDRYF EN ONDERHOUD BESTUUR VAN VAN DIE STELLENBOSCH, WEMMERSHOEK EN PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2029"** duidelik geëndosseer op die koevert, moet in die Tender box van Stellenbosch by die kantoor gedeponeer word. Munisipaliteit, Meenthuiskompleks, Pleinstraat, Stellenbosch. Die tender boks is 24 uur per dag toeganklik en tenders moet vergesel wees van die voltooië tenderdokumente. Tenders wat nie van 'n **volledige tenderdokument** vergesel is nie, sal nie oorweeg word nie.



LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes (GCC) en 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 voorkeurpuntstelsel wat toegepas word, is soos volg:

Prys	90
B-BSEB-statusvlak van bydrae	10
Totale punte vir Prys en B-BBEE	100

Die volgende voorwaardes vir tender bestaan (versuim om te voldoen kan daartoe lei dat jou tender gediskwalifiseer word):

1. Hierdie Tender is onderhewig aan die algemene kontrakvoorwaardes (Nasionale Tesourie en spesiale voorwaardes vir Tender;
2. Relevante opdrag;
3. Tenderaars moet op die Sentrale verskafferdatabasis (CSD) geregistreer wees indien hulle met die munisipaliteit sake wil doen;
4. Geen toekenning sal gemaak word aan tenderaars wie se belastingstatus nie voldoen nie;
5. Tenders wat ingedien word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, voor sluitingstyd in die tenderbus geplaas. Versuim sal daartoe lei dat die tender ongeldig is;

Tenderdokumente, in Engels, is gratis beskikbaar op die webwerf: www.stellenbosch.gov.za Alternatiewelik is harde kopieë van die dokument verkrygbaar by die kantore van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch, teen betaling van 'n nie-terugbetaalbare fooi van **R 835.00**.

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



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C1.2	Contract Data
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C4	Site Information



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM 19/27	CLOSING DATE:	02 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

TENDER BOX AT ENTRANCE OF MUNICIPAL OFFICES OF STELLENBOSCH MUNICIPALITY, PLEIN STREET, STELLENBOSCH

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Oupa Selowe
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8240
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	oupa.selowe@ Stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

.....



T1.2 TENDER DATA

The General Conditions of Contract Tender utilize Standard Conditions of Tender and make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
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C.1	General
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C.1.1	Actions
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Add the following:

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the tender was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the **STELLENBOSCH MUNICIPALITY**, represented by

Manager: Water and Wastewater Services

C.1.2	Tender Documents:
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Add the following:

"The following documents form part of this contract:

VOLUME 1 : The General Conditions of Contract (National Treasury) which is not issued by the Employer.

The tender documents issued by the Employer comprise:

VOLUME 2 : The Tender Document (this document), in which is bound:

The tender documents issued by the Employer comprise:

Volume 3: Book of drawings and maintenance schedules.

The Tender

Part T1: Tendering Procedure

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T1.3 Standard Conditions of Tender

Part T2: Returnable Documents

T2.1 List of returnable documents



T2.2 Administrative Requirements in Terms of The Supply Chain Management Policy
 (Returnable Documents)

The Contract

Part C1: Agreement and contract data

- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Protection of the Environment Declaration
- C1.6 Insurance Broker's Warranty
- C1.7 Declaration by Tenderer

Part C2: Pricing Data

- C2.1 Pricing Assumptions
- C2.2 Pricing Schedule Declaration
- C2.3 Bills of Quantities

Part C3: Scope of Work

- C3.1 Introduction
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Management
- C3.5 Operational and Maintenance Specification

Part C4: Site Information

- C4 Site Information

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

Add the following after C.1.5.1 d):

- e) the parties are unable to negotiate market related pricing.

C.1.6.2 **Competitive negotiation procedure**

Add the following between C.1.6.2 and C.1.6.2.1:

A competitive negotiation procedure will **not** be followed.

C.1.6.3 **Proposal procedure using two-stage system**

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will **not** be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

C.1.6.4.1 **Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the **Stellenbosch Municipality** in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.



- C.1.6.4.2 Appeals**
a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the **Stellenbosch Municipality**, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager.
- C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub-clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- C.1.6.4.4** All requests referring to sub clauses C.1.6.4.1; C.1.6.4.2 and C.1.6.4.3 must be submitted in writing to:
The Municipal Manager - **Stellenbosch** Municipal Offices
Via hand delivery at: Stellenbosch Municipality, Plein Street, Stellenbosch, 7600
Via fax at: (021) 886 6903
- C.1.7 National Treasury Web Based Central Supplier Database (CSD) Registration**
Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.
- It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.
- C.2 Tenderer's obligations**
- C.2.1.1** *Delete the content of this clause and replace with the following:*
Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.
- Add the following clauses after C.2.1.2:*
- C.2.1.3** Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.
- C.2.1.4** Only those tenders that satisfy the following criteria will be declared responsive:
- C.2.1.4.1 Registration on Central Supplier Database (CSD)**
Tenderers must be registered at Central Supplier Database (CSD). To register on the CSD tenderers need to utilise their website: <https://secure.csd.gov.za/>
- C.2.1.4.2 Construction Industry Development Board (CIDB) Registration**
Only those tenderers who are registered with the CIDB, prior to the tender closing time and evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined for all maintenance/construction items in the BOQ, in accordance with Regulation 25 (1B) or 25 (7A) of the Construction industry Development Regulations, are eligible to have their tenders evaluated.
- The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined for all maintenance/construction items in the BOQ, in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As of 23 May 2019 - Class of Construction Works: **Minimum 4ME or higher.**



C.2.1.4.3 **Functionality/ Pre-Qualification**

In order to be considered for a contract in terms of this tender, tenderers must confirm Pre-Qualifications as stated below.

The description of the Pre-Qualification criteria is shown in the table (Schedule 22) on page 80. A bid will need to meet all Pre-Qualification requirements in order to be considered for this tender. Therefore the service provider must provide all requested evidence in the returnable documents to indicate they meet the Pre-Qualification requirement. No points are awarded in Pre-Qualification.

C.2.1.4.4 **Clarification meeting**

Add the following:

The arrangements for a **compulsory** tenderer's clarification meeting are as stated in the Tender Notice and Invitation to Tender. Failure to provide proof of attendance of this clarification meeting will result in disqualification of the tender. Schedule 2 (**T2-Page 44**) must be signed by employer or employer's agent as proof of attendance, or the signed (signed by attending tenderers) attendance register should be attached to this schedule. Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.1.4.5 **Good standing with SARS/Tax Clearance**

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. 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. Bidders may also submit a printed TCS certificate together with the bid (valid and original). In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.

C.2.3 **Check documents**

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified.

C.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable). Failure to provide proof of attendance of this clarification meeting will result in disqualification of the tender. The applicable schedule in the returnable documents must be signed by employer or employer's agent as proof of attendance or the signed (signed by attending tenderers) attendance register should be attached to this schedule.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and construction equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.



- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11 **Alterations to documents**

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12.1 **Alternative tender offers**

Add the following to C.2.12.1 at the end of the first sentence:

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, considered in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

If the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 at the end of the first sentence:

- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Delete the following word from C.2.13.2 and add the following sentence after the first sentence:

- C.2.13.2 Delete "either electronically (if they were issued in electronic format) or". No electronic submissions will not be accepted unless specifically requested by the Employer in writing.

Add the following to C.2.13.3:

- C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

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- Add the following after the first sentence of C.2.13.4:*
- C.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- Delete the clause and replace with the following.*
- C.2.13.5 The tender submission details are all described on the General Tender Information page.
- The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box:** Stellenbosch Municipal Office
- Physical address:** Supply Chain Management Unit, Stellenbosch Municipality,
Plein Street,
1st Floor Room no.121
- Identification details:** Tender number: **BSM 19/27**
- Title of tender:** **OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH,
WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**
- Sealed tenders with the name and address of the tenderer, the BSM 19/27 and title and the closing date indicated on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
- Add the following to C.2.13.6:*
- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).
- Add the following new Clauses after C.2.13.9 and before C.2.14:*
- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:
- Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
 - The electronic version shall not be regarded as a substitute for the issued tender documents.
 - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
 - Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law



including, in circumstances where the tender had already been awarded, the right to cancel the contract.

- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

- C.2.16.1 The tender offer validity period is **26 weeks (180 days)**.

- C.2.16.2 *Delete the clause and replace with the following:*

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 Provide other material

Delete the following word in C.2.18.1:

- C.2.18.1 notarized

Add the following to C.2.18.1 at the end of the first paragraph:

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer 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;
- c) particulars of any contracts awarded to the tenderer 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;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following Clauses after C.2.18.2:

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer. Failure to fully cooperate could result in a tender being declared as non-responsive.



C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall perform the work all in accordance with the Act and Regulations.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

C.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.6. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer, included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award, the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in schedule 16 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).



C.2.23.3 **Bargaining Council Certificates**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and must submit, with the tender, the applicable Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

Add the follow new clause after C.2.23.3

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.1 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 **The Employer's undertakings**

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post. It is therefore of great importance that the contact details provided during the compulsory clarification meeting is legible and contactable.

C3.4 **Opening of tender submissions**

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 **Test for responsiveness**

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

Add the following to clause C.3.8

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Tenders will be considered non-responsive if:

- The Tender is not in compliance with the Scope of Work (Specifications);
- The Tenderer must submit CV's of all personnel highlighted in green on the organogram in the specification with relevant experience in terms of schedule 22
- The Tenderer is not registered on the Central Supplier Database prior to the Tender closing time and evaluation of submissions;
- The Tenderer has not completed and / or signed the offer portion of C1.1 Form of Offer and Acceptance;
- The Tenderer has failed to clarify or submit any requested supporting documentation within seven days of being requested to do so in writing;
- The Tenderer has failed to comply with Clause C.2.23;
- The tenderer has failed to provide a bank rating letter from the bank indicating that the account is managed in a satisfactory manner, and that there are no dishonours and that the tenderer is good for normal business engagements
- The Tenderer has not complied with any other requirements stipulated in Section T.1.1 (Conditions for bidding).

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

Add the following after clause C.3.9.4

- C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

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

Delete the clause and replace with the following:

The Employer may, after the closing date, request additional information or clarification from any tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of the tenderer's offer. Such request may only be made in writing by the Senior Manager: Supply Chain Management using any means as appropriate.

C.3.11 **Evaluation of tender offers**

Add the following Clauses after clause C.3.11.1 and before Clause C.3.12

- C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.
- C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:
- C.3.11.3.1 The preference point system applicable to this tender is the 90/10 preference point system.
- C.3.11.3.2 Price and preference will be scored, as relevant, to two decimal places.

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- C.3.11.3.3 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.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.1 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

C.3.11.4 Financial Offer and Preference

- a) The preference point system applicable to this tender is the 90/10 preference point system.
- b) Score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.
- c) 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.
- d) Tenders that met the Pre-Qualification Criteria must be evaluated further in terms of the financial offer made and preference points system prescribed in clauses C.3.11.4.1 and C.3.11.4.2
- e) The total number of Tender Evaluation points, calculated to two decimal places, are calculated, in terms of the requirements of the Preferential Procurement Regulations of 2017, for responsive tenders using:

$$TEV = N_{FO} + N_P$$

Where:

N_{FO} is the number of Tender evaluation points awarded for the financial offer made in accordance with C.3.11.4.1

N_P is the number of Tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with C.3.11.4.2

- f) Rank tender offers from the most favourable to the least favourable comparative offer.
- g) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- h) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the next highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

- C.3.11.4.1 Financial offers will be awarded up to a maximum of 90 Tender Evaluation points (N_{FO}) relative to the lowest tender price received for a responsive tender.

- C.3.11.4.2 Up to a maximum of 10 Tender Evaluation points (N_P) will be awarded to tenderers who are eligible for preferences in terms of the Preference Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in Schedule 16 of Returnable Documents.

Tenderers will be confirmed to be eligible for the preferences claimed in accordance with the provisions of the tender data and all claims will be rejected for preferences where tenderers are not eligible for such preferences.

The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.



In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such deemed B-BBEE Status Level of Contribution can be enhanced or discounted in accordance with the relevant clauses in the applicable Codes.

C.3.11.5 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she/it possesses the necessary professional and technical qualifications, professional and technical competence, financial resources (Bank Ratings will be requested), equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13.

C.3.11.5 Scoring Financial Offers

Add the following:

The financial offer will be scored using the following formula, where the value of W_1 is:

- 1) 90 points where the financial value inclusive of VAT of all responsive tenders received have a value of up to R 50 000 000.
- 2) **For this contract**, the financial offers will be scored using the **90/10 system** where the value of W_1 is: **90** tender evaluation points. Up to a maximum of 100 minus W_1 namely **10** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **90 Financial /10 Preference** scoring criteria listed below.

90 Financial / 10 Preference	
Points	Description
FINANCIAL OFFER	
90	Price
10	B-BBEE Status Level Contribution

C.3.11.6 Scoring Preferences

Add the following:

Tenderers shall note the following Conditions of Council's Preferential Procurement Policy:

- a) A tenderer (company/firm/entity) will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprises / sub-contractors that do not have an equal or higher B-BBEE Status Level than the principal contractor, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works;
- b) A principal contractor will not be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works.



C.3.13 Acceptance of tender offer

Delete first sentence of C.3.13 and replace with the following):

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

Delete C.3.13 a) and replace with the following):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement.

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s). The Employer does not bind himself to accept the lowest priced tender, highest evaluation points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- b) reports of poor governance and/or unethical behaviour;
- c) association with known family of notorious individuals;
- d) poor performance issues, known to the Stellenbosch Municipality;
- e) negative social media reports; and
- f) adverse assurance (e.g. due diligence) report outcomes.

- C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the STELLENBOSCH MUNICIPALITY may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

- C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

C.3.17 Provide copies of the contract

Add the following after the first sentence:

The number of paper copies of the signed contract to be provided by the Employer is one.

Add the following Clauses after C.3.18:

C.3.19 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.



If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the STELLENBOSCH MUNICIPALITY. Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

C.3.20

Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- a) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- c) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and construction equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
- e) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

C.3.21

General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the Employer, or



- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall. In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

C.3.22 **Combating abuse of the Supply Chain Management Policy**

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months
- failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.
- abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system.
- been convicted of fraud or corruption during the past five years.
- willfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
- been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Part T2.2: Returnable Schedules: Declaration of Tenderer's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.

C.3.23 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

C.3.24 **Price variations**

Tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Adjustment in rates or prices shall be subject to the provisions of Part C1.2: Contract Data.

C.3.25 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- The electronic version shall not be regarded as a substitute for the issued tender documents.
- The Employer shall not accept tenders submitted in electronic format. Tenderers may **not** complete and submit a printed copy of the electronic version of the tender document.
- The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers

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are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood, and accepted all of the above conditions.

C.3.26 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

C.4 Additional Conditions of Tender

C.4.1 Evaluation of Functionality of Tender Offer

Tenders will be evaluated in terms of functionality.

Tenders will be subject to Pre-Qualification Criteria as with the table (Schedule 22) on page 74.

C.4.2 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the bid submitted is not on the official forms provided, or retyped or online
- d) if the offer (of the Form of Offer and Acceptance) has not been signed;
- e) if the offer (of the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.



Annex C (normative)

GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall



be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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

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14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

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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

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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.

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26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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



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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**BSM 19/27 :OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

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

Reference No:	BSM 19/27	OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029	Page 34 of 152
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7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....

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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following Returnable Documents in **black ink**:

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STELLENBOSCH
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T2.2 ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

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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:

Compulsory Enterprise Questionnaire - Is the form duly completed ?	Yes		No	
Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
Certificate of Authority for Joint Ventures - Is the form duly completed?	Yes		No	
Schedule of Work Experience - Is the form duly completed?	Yes		No	
Schedule of Equipment - Is the form duly completed?	Yes		No	
Schedule of Subcontractors - Is the form duly completed?	Yes		No	
Details of Key Personnel Experience - Is the form duly completed?	Yes		No	
Bargaining Council Certificate and Minimum Wage Declaration - Is the form duly completed?	Yes		No	
Confirmation of Contractor Enterprise Registration - Is the form duly completed?	Yes		No	
Tenderer's Banking Details - Is the form duly completed?	Yes		No	
Proposed Amendments and Qualifications by The Tenderer - Is the form duly completed?	Yes		No	
Record of Addenda to Tender Document - Is the form duly completed?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference points claim form in terms of the preferential procurement regulations 2017 – purchases/services 90/10) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



OHS (Occupational Health and Safety) - Is the form duly completed and signed?	Yes		No	
Is a valid Letter of Good Standing from the Compensation Commissioner attached?				
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Part C2: Pricing data				
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |



If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.



SCHEDULE 2 : CLARIFICATION MEETING CERTIFICATE

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

* Delete whichever is inapplicable

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

Attendance of the above person(s) at the Clarification Meeting is confirmed by::

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name).

SIGNED BY EMPLOYER'S AGENT / REPRESENTATIVE:

NB: Please note that no latecomers will be allowed.

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



SCHEDULE 3 : AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



SCHEDULE 4 : 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.



SCHEDULE 5 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him comprising of operational experience of wastewater treatment plants. This information is deemed to be material to the award of the Contract. This schedule will form part of the quality evaluation as set out in Clause C.4.1 of the Tender Data and Schedule 22.

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

COMPLETED CONTRACTS							
REF. No.	EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		PROJECT NAME & NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
1.	Name		Name				
	Tel		Tel				
	Fax		Fax				
	Email		Email				
2.	Name		Name				
	Tel		Tel				
	Fax		Fax				
	Email		Email				
3.	Name		Name				
	Tel		Tel				
	Fax		Fax				
	Email		Email				
4.	Name		Name				
	Tel		Tel				
	Fax		Fax				
	Email		Email				
5.	Name		Name				
	Tel		Tel				
	Fax		Fax				
	Email		Email				

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SCHEDULE 6 : SCHEDULE OF EQUIPMENT

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

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.

QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

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

QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SCHEDULE 7 : SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
-----------	--	--------------	--



SCHEDULE 8 : DETAILS OF KEY PERSONNEL EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Key Personnel with experience in work of a similar nature to that for which their Tender is submitted, for the purposes of the quality evaluation as per Clause C.4.1 in the Tender Data. The Tenderer shall also include the CV's of these key personnel.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER	NAME: HIGHEST QUALIFICATION: (Minimum NQF 7)			
CONTRACT & CLIENT	NATURE OF WORK (incl. Project value)	POSITION HELD	START DATE	END DATE

PLANT MANAGER/ SENIOR PROFESSIONAL OFFICER – Class 5	NAME: HIGHEST QUALIFICATION: (Minimum NQF 7)				
CONTRACT & CLIENT	NATURE OF WORK (incl. Project value)	POSITION HELD	Capacity of The works in Ml/Day	START DATE	END DATE



MAINTENANCE MANAGER/PLANNER	NAME: QUALIFICATION: (minimum NQF7)			
CONTRACT & CLIENT	NATURE OF WORK (incl. Project value)	POSITION HELD	START DATE	END DATE

Junior Plant Manager	NAME: QUALIFICATION: (minimum Class V)			
CONTRACT & CLIENT	NATURE OF WORK (incl. Project value)	POSITION HELD	START DATE	END DATE



CONTRACT & CLIENT	NATURE OF WORK (incl. Project value)	POSITION HELD	START DATE	END DATE

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**SCHEDULE 9 : BARGAINING COUNCIL CERTIFICATE AND MINIMUM WAGE
DECLARATION**

(A) BARGAINING COUNCIL CERTIFICATE OF COMPLIANCE

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule.

Each party to a Consortium/Joint Venture shall attach separate certificates in the above regard.

(B) DECLARATION IN RESPECT OF MINIMUM WAGE

The tenderer, by signing this schedule, declares that not less than the statutory minimum wage shall be paid to employees, as applicable.

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



SCHEDULE 10 : CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION

A. THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Refer to Tender Data clauses C.2.1 and C.2.23:

Prospective suppliers should self-register on the CSD website www.csd.gov.za. Service providers with active accounts on Western Cape Supplier Database (WCSD) will be migrated to the Central Supplier Database and will have to activate their accounts on the self-service portal.

REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH STELLENBOSCH MUNICIPALITY.

The database will be used to verify the accreditation of a supplier before an award can be made. For more information call: 012 315 5509 or Email: csd@treasury.gov.za.

We hereby confirm that I/we are registered and verified on the Central Supplier Database.

The database registration has nothing to do with the responsiveness of the expected tender offers. The tenderer will not be excluded from the tender process based on non-registration but will be required to register prior to the final award of the tender.

Document:

Tenderers should provide their **CSD Supplier Number and Unique registration reference number of registered Contractor** as well as JV Partner. CSD Registration Number of Tenderers and JV Partners needs to be filled in below:

NB: in case where a bidder intends to form a Joint Venture, the CSD Registration number/s Must be filled in below i.e the lead partner and Joint Venture partner/s.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number:.....

Unique Registration
Supplier Number:

JV Partner

Name of Company:

CSD Supplier Number:.....

Unique Registration
Supplier Number:

JV Partner

Name of Company:

CSD Supplier Number:.....

Unique Registration
Supplier Number:



SCHEDULE 11 : CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

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

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

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



SCHEDULE 12 : TENDERER'S BANKING DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition C.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

Name of Account Holder:

Account Number:.....

Bank name:

Branch Number:

Bank and branch contact details

.....

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



SCHEDULE 13 : PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviation and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SCHEDULE 14 : RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

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



SCHEDULE 15 : MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative													
3.2.	Identity Number													
3.3.	Position occupied in the Company (director, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES		NO										
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1.	If so, furnish particulars:													

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 20 26/2027

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

1. GENERAL CONDITIONS

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

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price, BBBEE and Locality (must not exceed 100)	100

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

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

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

Reference No:	B/SM 19/27	OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029	Page 63 of 167
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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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

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

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



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

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

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

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



6. BID DECLARATION

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

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**.

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

Business Address -

.....

.....

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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



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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....



- 9.8 Total number of years the company/firm has been in business:.....
- 9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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



**PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS
 SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)**

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"



Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

3. I hereby declare under Oath that:

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

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



STELLENBOSCH
 STELLENBOSCH • PNIEL • FRANSCHHOEK
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

 Commissioner of Oaths

Signature & stamp

Date:

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

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

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



SCHEDULE 17 : 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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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



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

5. CERTIFICATION

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

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

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



SCHEDULE 18 : MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



SCHEDULE 19: MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



**SCHEDULE 20: 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:	



SCHEDULE 21: 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:	



SCHEDULE 22: PRE-QUALIFICATION CRITERIA

Item	Description of quality criteria	Description of information	CONFIRM
1	Senior Staff to be employed on the Contract must submit proof of relevant qualifications (CVs to be attached together with completion of the table in Returnable Schedule 8 as evidence.)		
1.1	Contract Manager appointed by the bidder must have at least 5 years project or contract management experience with a similar sized Wastewater Treatment works (>15ML/d). (Construction and/or Operational management). - Engineering, Project Management Qualification as a minimum (NQF7 or higher).	- CV to be submitted. Proof of qualification must be submitted	
1.2	Plant Manager/Senior Professional Officer WWTW appointed by the bidder must have at least 8 years operation and management experience of Wastewater Treatment works, with minimum 4 years at a similar sized Wastewater Treatment works as a Plant Manager/Senior Professional Officer (>15ML/d). Must be classified as a Class V Process Controller in terms of schedule 3 of regulation 3630 of June 2023 with the Department of Water and Sanitation - Qualification in; Water Care (Water Science and Technology; B.Sc. in Water and Sanitation or Chemical/Civil or Process Engineering Qualification as a minimum (NQF7 or higher).	- CV to be submitted. Proof of qualification must be submitted	
1.3	Maintenance Manager/Planner appointed by the bidder must have at least 5 years maintenance management/planning experience in a similar field (Water, Wastewater or Chemical/Mineral Processing) - Mechanical, Electrical, Electromechanical or Mechatronics Engineering Qualification as a minimum (NQF7 or higher).	- CV to be submitted. Proof of qualification must be submitted	
1.4	Both Junior Plant Managers (2 cv's) appointed by the bidder must have at least 5 years' experience in Wastewater Treatment of which 2 years must be at supervisory level. - Must be classified as a Class V Process Controller in terms of schedule 3 of regulation 3630 of June 2023 with the Department of Water and Sanitation	- CV to be submitted. Proof of classification must be submitted	



1.5	All Shift Supervisors (4 cv's) appointed by the bidder must have at least 3 years' experience in Wastewater Treatment of which 1 years must be at supervisory level works. -Must be classified as a Class V Process Controller in terms of schedule 3 of regulation 3630 of June 2023 with the Department of Water and Sanitation	- CV to be submitted. Proof of classification must be submitted	
1.6	The bidder must have a minimum CIDB registration of 4ME	- CIDB registration certificate to be submitted	
1.7	The bidder must be ISO 9001 certified	-ISO 9001 certificate must be submitted	



Part C1 : AGREEMENTS AND CONTRACT DATA

	Pages
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C1.2: CONTRACT DATA

Part 1: Contract Data provided by the Employer.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **National Treasury General Conditions of Contract** (revised July 2010).

The General Conditions of Contract (GCC) make several references to the Special Conditions of Contract (SCC) for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The SCC shall have precedence in the interpretation of any ambiguity or inconsistency between it and the GCC.

The GCC shall be read in conjunction with the variations, amendments and additions set out in the SCC below. Where applicable, the items of data given in the SCC below are cross referenced to the clauses in the GCC to which they mainly apply.

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract (SCC) applicable to this Contract, including the Appendices thereto, follow hereafter.



SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

RECITALS

- A. Whereas the Municipality owns and is responsible for the operation and management of the Stellenbosch, Wemmershoek and Pniel Wastewater Treatment Works (WWTW); and
- B. Whereas the Municipality desires to have all the WWTW operated and managed in the most effective manner possible, while complying with all applicable Laws; and
- C. Whereas the operation and management of the WWTW require unique and specialized professional skills, together with experience in new technologies and engineering expertise; and
- D. Whereas the Municipality desires to maintain ownership of the WWTW and to contract with an Entity that has the specialized professional skills and resources to assist with the operation and maintenance of the WWTW; and
- E. Whereas the Contractor has responded to the Tender issued by the Municipality to assist with the operation and management of the WWTW; and
- F. Whereas, the Municipality has awarded the Tender to the Contractor to operate, maintain and manage the WWTW in accordance with the terms, conditions and provisions of this Agreement, and in reliance on the Contractor's representations of its skill, expertise and resources of supplying operational and maintenance services for such facilities as the WWTW; and
- G. Whereas the Municipality desires to engage the services of the Contractor for the operation and management assistance of the WWTW, and the Contractor desires to perform such services for the compensation provided herein; and
- H. Whereas the Municipality expects and desires that the relationship between Municipality and the Contractor shall be a co-operative one, devoted to achieving the cost-saving goals of the Municipality while also providing safe, economical and efficient services, meeting the current and future needs of the WWTW, maintaining the long-term integrity of the Assets and assuring safe and environmentally sound service while complying with the applicable Laws;
- I. Now therefore, by fully completing the Form of Offer and Acceptance, including the Schedule of Deviations, in Part C1.1 of the Contract Document, the Parties agree as follows:



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these SCC and the Recitals, unless clearly inconsistent with or otherwise indicated by the context –

- 1.1.1 **"Additional Services"** means the additional services provided by the Contractor which are outside the general scope of the Contract Services set forth in this Agreement, but are consistent with the purposes hereof and the effective operation of the Municipalities **municipal services** as provided for in clause 18;
- 1.1.2 **"Agreement"** means the Contract as defined in GCC Clause 1.2, the terms of which are identified in the Acceptance part of the Form of Offer and Acceptance in Part C1.1 of the Contract Document; and **"Contract"** shall have a corresponding meaning;
- 1.1.3 **"Assets"** means –
- 1.1.3.1 the property of the Municipality in respect of this Agreement, and comprising of:
- 1.1.3.1.1 the Site, including the boundary fence;
- 1.1.3.1.2 the Works, and any extensions and enhancements to the Works;
- 1.1.3.1.3 the building/s and structures on the Site;
- 1.1.3.1.4 the equipment, tools and machinery reasonably required for the operation of the Works; Equipment, tools and machinery will consist of items already on the Site at the Commencement Date and those acquired during the currency of this Agreement; and, without in any way limiting to the a foregoing, shall include all lifting and ventilation equipment, machinery, pipe work and supports, control hardware and software, equipment support structures, cabling, Operation and Maintenance Manuals, drawings, plans, records, instrumentation and any extension of the Works; and
- 1.1.3.2 the term **"Assets"** shall not include:
- 1.1.3.2.1 the personal property of the Contractor's workmen and agents;
- 1.1.3.2.2 the property of other contractors and their workmen who may occupy the Site for construction or repair purposes; and
- 1.1.3.2.3 special equipment acquired on a temporary basis for work not likely to be repeated.
- 1.1.4 **"Business Day"** means a day other than a Saturday, Sunday or a gazetted public holiday in South Africa; and **"Business Days"** has a corresponding meaning;
- 1.1.5 **"Municipality"** means the Stellenbosch Municipality or any successor-in-title; and **"Council"** shall have a corresponding meaning;



- 1.1.6 **"Commencement Date"** means the date upon which the Contractor receives the fully completed Form of Offer and Acceptance in Part C1
- 1.1.7 **"Contractor"** means the Entity (Service Provider) that is awarded the Tender and with whom the Contract has been concluded in terms of the Form of Offer and Acceptance in Part C1.1 of the Contract Document or any successor-in-title;
- 1.1.8 **"Contract Price"** means the price or remuneration to be paid for the performance of the Contract Services; and **"Remuneration"** has a corresponding meaning;
- 1.1.9 **"Contract Services"** means the operational control and maintenance services to be rendered or provided by the Contractor in terms of this Agreement, including without limitation, the wastewater collection, treatment and all ancillary activities at the Works in accordance with the Contract;
- 1.1.10 **"Control"** of a company includes, without limiting the generality of the term -
- 1.1.10.1 the beneficial ownership of the majority of the issued shares of the company; or
- 1.1.10.2 the right to exercise the majority of the votes exercisable by the holders of shares in the company at a general meeting of shareholders; or
- 1.1.10.3 the beneficial ownership of issued shares of the company entitling the beneficial owner thereof to exercise less than a majority of the votes attaching to all the issued shares of the company, where such voting power is sufficiently dominant relative to the spread of other shareholdings that it does constitute de facto Control of the company; or
- 1.1.10.4 the right, through shareholding or otherwise, to appoint the director or those directors of the company who will when acting jointly be able to exercise the majority of the votes that directors of the Entity could exercise at a meeting of the Board of directors; or
- 1.1.10.5 the right otherwise to control the management of the company;
- 1.1.11 **"Dispose"** means sell, transfer, exchange, dispose of or otherwise alienate;
- 1.1.12 **"Employer"** means the Stellenbosch Municipality;
- 1.1.13 **"Encumbrance"** means any right to acquire, option or right of pre-emption, pledge, lien, assignment, hypothecation, title retention or other security agreement or arrangement; and **"Encumbered"** shall have a corresponding meaning;
- 1.1.14 **"Manager"** means, Manager: Wastewater Services, of Stellenbosch Municipality;



- 1.1.15 **"Entity"** includes any association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, person, trust, undertaking, voluntary association, body corporate, juristic person or any other similar entity, including also any governmental or quasi-governmental entity;
- 1.1.16 **"Event of Default"** means any of the events or circumstances specified in clause 26;
- 1.1.17 **"Final Effluent"** means the disinfected liquid fraction of the wastewater treatment process; and **"Treated Effluent"** shall have a corresponding meaning;
- 1.1.18 **"Financial Year"** means the period 1 July until 30 June;
- 1.1.19 **"Influent"** means the wastewater received at the boundary of the Site mainly via the sewer system, which includes wastewater from residential, commercial, industrial and/or municipal sources, infiltration and inflows, but also includes the contents of sanitary buckets, chemical toilets and/or other liquid wastes;
- 1.1.20 **"Laboratory"** means the Municipalities laboratories **situated at** the Scientific Services Branch at Stellenbosch Wastewater Treatment Works ;
- 1.1.21 **"Law/s"** shall mean any applicable law, proclamation, ordinance, Act of Parliament, Regulation, Policy or other enactment having the force of law in the Republic of South Africa (including any amendment thereof) and applicable from time to time to:
- 1.1.21.1 the permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of wastewater collection and treatment systems;
 - 1.1.21.2 the conveyance, treatment, or discharge of Influent and Final Effluent to and from the Works;
 - 1.1.21.3 the management, handling, processing, transportation or disposal of Sludge;
 - 1.1.21.4 the air emissions from the Works;
 - 1.1.21.5 the health and welfare of persons at or visiting the Works;
 - 1.1.21.6 or any transaction or matter contemplated herein, including without limitation, any of the a foregoing which pertain to sewer treatment, waste disposal, health, safety, fire, environmental protection, labour relations, building codes and preferential procurement in terms of the Stellenbosch Municipalities Supply Chain Management Policy;
- 1.1.22 **"Maintenance"** shall mean all of the Contractor's Contract Services in respect of the maintenance of the Assets, as more fully described in clause 6;
- 1.1.23 **"Operation"** means all Contract Services to be performed by the Contractor in execution of its obligation to effect the Operational Control and Maintenance; and **"operate"** and **"operating"** shall have a corresponding meaning;



- 1.1.24 **"Operational Control"** means all of the Contractor's Contract Services in respect of the operation and management of the Assets, as more fully described in clause 5;
- 1.1.25 **"Operation and Maintenance Manuals"** means:
- 1.1.25.1 the existing Operation and Maintenance Manuals for the Works; and
 - 1.1.25.2 any supplier or vendor operation and maintenance manuals in respect of any of the Assets, including SCADA; and
 - 1.1.25.3 any new operation and maintenance manuals in respect of any of the Assets;
- 1.1.26 **"Parties"** means the Employer and the Contractor, including their respective successors-in- title and/or permitted assignees; and **"Party"** means any one of them as the context may indicate;
- 1.1.27 **Performance Guarantees"** means the guarantees of performance made by the Contractor, specifically set out in **Appendix A (SCC)** and subject to penalties set out in **Appendix B (SCC)**;
- 1.1.28 **"Process Change"** means:
- 1.1.28.1 taking a treatment process off-line permanently or for an extended time period (one month or more);
 - 1.1.28.2 using a treatment process in a manner other than its intended use;
 - 1.1.28.3 by-passing all or a portion of flow through a process; or
 - 1.1.28.4 implementing an operational change that results in major modifications to the Operation and Maintenance Plans, the Operation and Maintenance Manuals or the SOPs;
- 1.1.29 **"Rand"** or **"R"** means the lawful currency of South Africa;
- 1.1.30 **"Residuals"** means the materials removed from the inlet screens and the grit removal process;
- 1.1.31 **"SCADA"** means supervisory control and data acquisition, which is a computerized management system utilized to collect data from the various components of the Works and then sends the data to a central computer that manages and controls the data;
- 1.1.32 **"Scope of Work"** means the document that defines the Municipalities' objectives and requirements and specifies the Contract Services which must or may be provided under this Agreement, which is incorporated herein by reference;
- 1.1.33 **"Signature Date"** means the date of signature of the Form of Offer and Acceptance in Part C1.1 of the Contract Document by the Party signing last in time;
- 1.1.34 **"Site"** means the area on which the Works are situated on.



- 1.1.35 **"Sludge"** means the residue removed from or remaining from the treatment, thickening or dewatering of wastewater, excluding the Residuals;
- 1.1.36 **"SOP"** means a standard operating procedure ;
- 1.1.37 **"Tender"** means the Offer part of the Form of Offer and Acceptance in Part C1.1 of the Contract Document, and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.
- 1.1.38 **"Termination Date"** means the date on which this Agreement terminates and is no longer in force or effect, which date shall be the last day of the period referred to in clause 2.1 unless earlier terminated as provided herein;
- 1.1.39 **"Uncontrollable circumstance"** means an act or event beyond the control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party in terms of this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder, to the extent that such act or event is not the result of the wilful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party. Such acts or events shall include, and shall not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargos and acts of God;
- 1.1.40 **"VAT"** means value added tax as in terms of the Value Added Tax Act No 89 of 1991; and
- 1.1.41 **"Works"** means the Stellenbosch, Wemmershoek and Pniel Wastewater Treatment Works ("WWTW") situated within the boundaries of the Site, used for all processes and phases of the collection, management, transport and treatment of Influent and the management, transport and disposal of the Final Effluent and Sludge in accordance with the applicable Law and the Licences.
- 1.2 Interpretation
- 1.2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –
- 1.2.1.1 any reference to the singular (including in the expressions defined in 1.1) includes the plural and vice versa, any reference to natural persons includes legal persons (corporate or unincorporated) and vice versa and any reference to a gender includes the other genders;
- 1.2.1.2 headings and the use of bold typeface are to be ignored;
- 1.2.1.3 references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re-enacted;
- 1.2.1.4 any reference to a number of days shall be a reference to calendar days, unless it is specifically stated that such reference is a reference to Business Days;



- 1.2.1.5 when a number of days is prescribed, the days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding Business Day;
- 1.2.1.6 a reference to any agreement or other document (including this Agreement) shall Include references to such agreements and documents as they may, after the Signature Date, be amended;
- 1.2.1.7 where appropriate, meanings ascribed to defined words and expressions in 1.1, shall impose substantive obligations on the Parties;
- 1.2.1.8 a reference to a recital, clause, sub-clause, paragraph, sub-paragraph, schedule or appendix is, unless indicated to the contrary, a reference to a recital, clause, sub- clause, paragraph, sub-paragraph, schedule or appendix of this Agreement;
- 1.2.1.9 where any term is defined within the context of any particular clause or sub-clause, the term so defined shall, unless it appears clearly from such clause or sub-clause that such term has limited application to the relevant clause or sub-clause only, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in 1,1; and
- 1.2.1.10 the words **"material"** and **"materially"** mean, when used as an adjective in conjunction with an event, condition, circumstance, effect or other item, that there is a substantial likelihood that a reasonable expert would attach importance to the event, condition, circumstance, effect or item in evaluating the Party to which it relates and/or the event, condition, circumstance, effect or item contemplated in this Agreement.
- 1.2.2 Where this Agreement requires a Party to use its **"Best Endeavours"** in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, until the Parties agree that it is not reasonable to take the action or to omit taking an action.
- 1.2.3 In the interpretation of this Agreement, the *contra proferentem* rule of interpretation shall not apply, nor shall this Agreement be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 1.2.4 The use of the words **"include"**, **"including"** and **"in particular"** in this Agreement followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording and/or such specific example or examples and the words **"other"** or **"otherwise"** shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.
- 1.2.5 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16h00 (local time at the place where the obligation or act is required to be performed) on that day
- 1.2.6 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words then the words shall apply.



- 1.2.7 The expiry or termination of this Agreement shall not affect such provisions as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. DURATION

- 2.1 This Agreement shall commence on the Commencement Date and shall thereafter continue until 30 June 2029, unless terminated at an earlier date as provided for in this Agreement. The Municipality will provide all Operational and Maintenance manuals for the treatment works to the service provider.
- 2.2 Nothing in this Agreement shall be construed as giving the Contractor any right of extension of this Agreement after the Termination Date

3. CESSION AND ASSIGNMENT

- 3.1 The Contractor shall not cede, assign, delegate, alienate, transfer, dispose, sub-contract or otherwise part with any of its rights and/or obligations in terms of this Agreement, other than with the express prior written consent of the Municipality.
- 3.2 The person or entity that Controls the Contractor may not change Control without the prior written consent of the Municipality.
- 3.3 The Municipality may, on written notice to the Contractor, cede, assign, delegate, alienate, transfer, sub-contract or otherwise part with any of its rights and/or obligations in terms of this Agreement to any person or entity without the consent of the Contractor, provided that it shall provide the Contractor with reasonable guarantees in respect of payment of the Contractor's remuneration.

4. HANDING OVER OF THE ASSETS

- 4.1 Within 7 days after the Commencement Date, the Contractor and the Manager shall visit the Site and inspect the Assets for the following purposes:
- 4.1.1 to re-evaluate and record the condition of the Assets in comparison to its condition at the date of the Contractor's site visit as prospective tenderer, fair wear and tear accepted, it shall be responsible for the necessary cost attributable to repair or replacement of any deteriorated Assets. It shall be in the Municipalities' sole discretion whether to repair or replace any such deteriorated Assets.
- 4.1.2 to establish the need for the acquisition by the Contractor of equipment and special tools essential for the operation and maintenance of the Assets, in addition to the items already on the Site and belonging to the Municipality. The Municipality shall be responsible for the cost of such additional equipment and special tools provided that the Municipality has agreed to the necessity thereof and the method of acquisition; and
- 4.1.3 to make the arrangements for the handing over of possession from the present operator to the Municipality and again from the Municipality to the Contractor, within 4 days after the Commencement Date, provided that the Performance Bond and evidence of insurances have been delivered to and approved by the Manager.

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- 4.2 Based on the review and inspection of the Assets as described in Clause 4.1, which the Contractor acknowledges to be sufficient for this purpose, the Contractor assumes the risk of the adequacy and sufficiency of the Assets and the existing "as-is" condition of the Assets to the extent that such condition may affect the ability of the Contractor to comply with the provisions of this Agreement.

5. CONTRACTOR'S OBLIGATIONS IN TERMS OF OPERATIONAL CONTROL

- 5.1 From the Commencement Date, the Contractor shall operate and manage the Assets on 2 x 12 hours shifts per day (4 teams), 7 (seven) days per week basis throughout the duration of this Agreement, and shall receive and treat Influent; produce and discharge Final Effluent; produce and discharge Sludge and Residuals, and otherwise render and perform the Contract Services so as to comply with all the provisions of this Agreement, the Scope of Work, the applicable Laws, the Operation and Maintenance Manuals and specifically the provisions of the National Environmental Management Act (Act 107 of 1998) and the National Water Act (Act 36 of 1998).
- 5.2 The Contractor shall all times use its Best Endeavours to operate and manage the Assets cost effectively and In terms of the applicable Laws, optimizing the use of the Assets, preserving and operating the Assets in a manner that would minimize the occurrence of breakdowns and nuisance, and according to the best standards of practice in the industry.
- 5.3 The Contractor undertakes and agrees to execute its obligations in respect of the operation of the Assets and perform the Contract Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 5.4 The Contractor shall use its Best Endeavours to transfer to and apply at the Assets the benefit of the advances and improvements in technology, management practices and operating efficiencies which are developed by the Contractor through the operation of their wastewater treatment businesses and industry research and development activities over the full term of this Agreement, and which are useful and appropriate in the good faith judgment of the Contractor for carrying out the Contract Services.
- 5.5 The Contractor shall not implement any Process Change without the prior written approval from the Municipality.
- 5.6 The Contractor's obligations in providing the Operational Control shall include but not be limited to the obligations as set out in **Appendix A (SCC)** hereto.
- 5.7 Without in any way derogating from the generality of the foregoing, and in rendering the Contract Services, the Contractor shall: -
- 5.7.1 take possession of the Assets according to the Municipality arrangements for handover after the commencement Date;
- 5.7.2 provide sufficient numbers of qualified staff available to provide for Operational Control of the Assets, including the 24 (twenty four) hour per day availability of a Plant Manager/Senior Professional Officer WWTW or his delegate whose names and contact details shall be made available at all times, in this regard, the parties



agree that the staffing regulations for wastewater treatment works as per the attached organogram and in the project specifications.

- 5.7.3 train its staff and that of the Municipality on a continuous basis with emphasis on preparedness for critical issues in the processes of wastewater treatment, situations resulting from equipment failure, and problems with the Influent, as well as the maintenance and care of the Assets;
- 5.7.4 maintain and revise as necessary the Operation and Maintenance Manuals and maintain, revise and add new written SOPs to the extent necessary and to supplement or refine procedures provided in the Operation and Maintenance Manuals, or to describe operational practices not specified in such manuals in order to facilitate and clarify operation procedures and techniques.
- 5.7.5 subject to what is stated in the remainder of the Agreement, respond in a timely manner to all complaints and comments relative to wastewater collection, treatment and discharge, including odour complaints. Responses shall be made and documented in writing, all complaints and responses shall be kept on file and available for inspection, and a copy of such complaint and response shall be filed with the Municipality.
- 5.7.6 ensure that it adheres strictly to the time periods for the conducting and completion of the Contract Services and the Operational Control as determined in this Agreement;
- 5.7.7 ensure that it adheres strictly to the Scope of Work of which the Contract Services and Operational Control is to be carried out.
- 5.7.8 ensure that it strictly complies with all applicable safety and health standards and regulations;
- 5.7.9 ensure that it strictly complies with the requirements in respect of the quality of the Final Effluent and Sludge in accordance with provisions of the Scope of Work;
- 5.7.10 provide such reports to the Municipality pertaining to the provision of the Contract Services and the Operational Control as may be required by the Municipality, from time to time, and in such format as may be reasonably required by the Municipality;
- 5.7.11 provide such reports to the Municipality for submission to the Department of Water and Sanitation as may be required by the Municipality from time to time;
- 5.7.12 acknowledge and agree that it is responsible for compliance with all the applicable Laws insofar as its employees are concerned.
- 5.8 The Contractor shall permit the execution of work by any persons who may be engaged by the Municipality for the carrying out of work not embraced in terms of this Agreement, but directly or indirectly connected with it, and shall give all facilities necessary and proper to such persons, in the event of there being any dispute in



this connection between the Contractor and such other persons, it shall be settled by the Clients' Waste Water Manager, whose decision shall be final.

6. CONTRACTOR'S OBLIGATIONS IN TERMS OF MAINTENANCE

- 6.1 The obligations of the Contractor are intended to assure that the equipment, machinery, tools, buildings, structures, grounds and other assets constituting the Assets are properly and regularly maintained, repaired and/or replaced in order to preserve their long term reliability, availability, durability and efficiency, and in such a way that the Assets are returned to the Municipality at the end of the duration of the Agreement in a condition which does not require the Municipality to undertake a significant overhaul or replacement thereof in order to continue to operate the Works.
- 6.2 As part of the Contract Services, the Contractor shall, and in all respects, be responsible for the Maintenance of the Assets as set out in **Part C3.5** of this document.
- 6.3 The contractor must implement preventative maintenance as with Maintenance procedure Manual for the duration of the contract and include the costs in the BOQ.
- 6.4 Without in any way derogating to the generality of the foregoing, the Contractor shall be obliged to:
- 6.4.1 generally, maintain, repair, restore and replace the Assets or any part thereof in the same manner as a careful and diligent owner;
 - 6.4.2 provide or make provision for all labour and services that are necessary for the maintenance of the Assets;
 - 6.4.3 maintain, repair, restore and where necessary replace the Assets or any part thereof as may break down, or be damaged or require repair or maintenance. Replacement of Assets shall be for the Municipalities expense, but all general indicated maintenance items in the Maintenance procedures Manual must be accounted in the BOQ.
 - 6.4.4 carry out such maintenance, refurbishment, painting, routine inspection, testing (technical and statutory), measurement of wear and tear and other operations necessary to ensure the continued good functioning of the Assets in accordance with the Operation and Maintenance Plans;
 - 6.4.5 devote such of its resources as are necessary to maintain, repair and restore the Assets and record all maintenance, repair, replacement or restoration done;
 - 6.4.6 ensure that the Assets are available for inspection at all time;
 - 6.4.7 provide all plant, tools and equipment, without exception, necessary for any of the Contractor's obligations in terms of this Agreement;
 - 6.4.8 be on standby to react to any breakdown to the Assets or any part thereof, twenty-four (24) hours per day for each and every day of the duration of this Agreement;

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- 6.4.9 continue to maintain, repair and restore the Assets pending the settlement of any dispute;
- 6.4.10 ensure strict compliance with the applicable Laws in carrying out all of its maintenance obligations in terms of this Agreement;
- 6.4.11 keep the Municipality indemnified against all penalties and liability of every kind for any breach of the applicable Laws;
- 6.4.12 prepare and implement a contingency plan for the continued Operation and Maintenance of the Assets in the event of strikes by his employees;
- 6.4.13 notify the Manager of any shut down of critical equipment (being equipment, if not functioning, will impact on the quality of the Final Effluent or will have a negative impact on public health and/or the environment), required for maintenance;
- 6.4.14 preserve the warranties on all equipment and machinery, while ensuring that the installation, configuration and commissioning of the equipment and machinery are within the specifications and operating conditions determined or approved by the Municipality;
- 6.4.15 supply all and any information which the Municipality may require to verify the performance warranties referred to in Clause 30.6;
- 6.4.16 perform predictive and preventative maintenance on all Assets in accordance with the Manufacturer's requirements;
- 6.4.17 provide regular updates of the Maintenance Plan;
- 6.4.18 hold an annual workshop with the Municipality to discuss the preceding year's maintenance activities and any changes to the Maintenance Plan for the upcoming year;
- 6.5 Any item brought onto the Site for the convenience of the Contractor, and not reasonably required for the operation, shall remain the Contractor's property, provided that the Contractor informed the Municipality in writing of any such items at the time of submitting its next monthly report. Everything brought onto the Site and not so reported or items so reported but found to be necessary for the Contractor's duties shall be deemed to be the property of the Municipality and may not be removed from the Site during the duration of the Agreement or on termination thereof.
- 6.6 Provided that the Contractor has taken all reasonable care to prevent loss, the Municipality shall be responsible for the cost of the replacement in respect of the Site's boundary fence. This expense and the manner in which it is incurred must be expressly approved by the Municipality. In the event that any loss or damage to the boundary fence was as a result of the Contractor's, or its appointee's, negligence, then the Contractor shall be responsible for the cost of the repair or replacement of the boundary fence.



- 6.7 The Municipalities' authorized representatives will visit the Site on a monthly basis or such other time period as decided by the Municipalities' authorized representative to inspect the Assets in the presence of the Contractor and to discuss the monthly reports and problems that may have been encountered.
- 6.8 The Municipality at its sole discretion, may have the Assets inspected annually by an agent knowledgeable in corrosion protection to report on the condition of the Assets and to advise on necessary corrosion protection requirements.
- 6.9 The Municipality, at its sole discretion, will have the Assets, the Works and all matters related to the Works inspected annually to ensure compliance with OHSA Regulations.
- 6.10 The Contractor shall employ in the execution of the Operational Control and Maintenance only such persons as are careful, competent and efficient and the Manager shall be at liberty to object to and require the Contractor to remove from the Site forthwith any person employed by the Contractor in the execution of the Operational Control or Maintenance who in the opinion of the Manager misconducts itself or is incompetent or negligent in the proper performance of its duties, and such person shall not be again employed upon the Site without the permission of the Manager.
- 6.11 On the Termination Date the Contractor shall deliver the Assets to the Municipality in good working order and first-class condition, fair wear and tear accepted.

7. GENERAL OBLIGATIONS OF THE CONTRACTOR

- 7.1 Compliance with applicable Law
- 7.1.1 The Contractor shall perform the Contract Services in accordance with the applicable Law and shall require all employees, agents, subcontractors and the like to comply with the applicable Law.
- 7.1.2 In connection with any actual or alleged event of non-compliance with any applicable Law, the Contractor shall, in addition to any other duties which the applicable Law may impose;
- 7.1.2.1 fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any relevant authority;
- 7.1.2.2 attend meetings and hearings required by the relevant authority.
- 7.1.2.3 provide corrective action plans, reports, submittals and documentation required by the relevant authority;
- 7.1.2.4 in conjunction with the Municipality, communicate in a timely and effective manner with the general public as to the nature of the event, the impact on the public, and the nature and timetable for the planned remediation measures;
- 7.1.2.5 immediately on receipt thereof, provide the Municipality with a true, correct and complete copy of any written notice of violation or non-compliance with the applicable Law; and
- 7.1.2.6 assist the Municipality in the defence of any legal proceedings arising from any non-compliance event



- 7.1.3 In the event that the Contractor, or its employees, agents or subcontractors fail to comply with any applicable Law, the Contractor shall, without limiting any other remedy available to the Municipality upon such occurrence and notwithstanding any other provision of this Agreement:
- 7.1.3.1 immediately correct such failure and resume compliance with the applicable Law;
 - 7.1.3.2 indemnify and hold harmless the Municipality from any levies, impositions, penalties, or other charges;
 - 7.1.3.3 make all changes in the Operational Control and Maintenance which are necessary to assure that the failure of compliance with the applicable Law will not reoccur; and
 - 7.1.3.4 comply with any corrective action plan filled with or mandated by the relevant authority in order to remedy a failure of the Contractor to comply with the applicable Law.
- 7.1.4 The Contractor shall keep the Assets neat, clean and litter-free and ensure that the operation of the Assets does not create any odour, litter, noise, fugitive dust, vector, excessive light or other adverse environmental effects constituting a nuisance under any applicable Law
- 7.2 Use of the Assets
- 7.2.1 The Contractor agrees not to:
- 7.2.1.1 use the Works or the Site or the Assets for any purpose other than as a wastewater treatment and Sludge handling facility and matters ancillary thereto; and
 - 7.2.1.2 make any alterations or additions to the Works or the Assets without the prior written consent of the Manager.
- 7.3 Utilities
- 7.3.1 The Contractor shall have the right and responsibility to arrange for the supply of and to pay for any and all utility services and installations whatsoever (including telephone and telecommunications) and all piping, wiring, conduits and other fixtures of every kind whatsoever related thereto or used in connection therewith.
- 7.3.2 The Municipality shall have the exclusive right to arrange for the supply of electricity and water to the Assets, and to negotiate and establish electric rates and water usage rates with the supplier.
- 7.3.3 The Municipality shall be responsible for payment of electricity and water supply for the Works.
- 7.4 Consumables
- 7.4.1 All consumables (chemicals, polyelectrolyte, diesel, etc.) shall be supplied and be for the Municipality's cost.
- 7.5 Sludge and Residuals



- 7.5.1 Contractor shall only utilize the services of the supplier appointed by the Municipality for the removal and disposal of the Sludge.
- 7.6 Operation and Maintenance Manuals
- 7.6.1 The Contract Services shall be performed substantially in compliance with the Operation and Maintenance Manuals, the Operation and Maintenance Plans, and SCADA.
- 7.6.2 The Contractor shall keep these documents and databases current, shall make all appropriate updates, supplement or revisions thereto and shall make such documents and databases available to the Municipality on request.
- 7.6.3 The Operation and Maintenance Manuals, including those obtained electronically, shall be maintained and updated as required.
- 7.6.4 Any review of the operation and maintenance documents and databases shall not:
- 7.6.4.1 relieve the Contractor of any of its responsibilities under this Agreement; or
 - 7.6.4.2 impose any liability on the Municipality.
- 7.7 On Termination
- 7.7.1 The Contractor agrees on termination of this Agreement:
- 7.7.1.1 to deliver the Assets to the Municipality in good, sound operating condition, fair wear and tear accepted; and
 - 7.7.1.2 not to remove from the Site any item of whatsoever nature brought onto the Site to operate the Assets or any part thereof, save and except such items as the Contractor may have brought onto the Site which are not essential to the operation of the Assets. All other items are conclusively deemed to have become part of the Assets and the property of the Municipality. The Contractor shall advise the Manager in writing prior to termination of this agreement of such items as are brought onto the Site which the Contractor is entitled to remove on termination of this Agreement and unless the Manager shall have been so advised, the Contractor shall not be entitled to remove any such item; and
 - 7.7.1.3 to vacate the Site.
- 7.7.2 The Municipality and/or its Agent and the Contractor shall, on the termination of this Agreement for whatever reason, jointly inspect the condition of the Assets, including any damage thereto, at 12h00 on the day that the Contractor shall vacate the Site and/or any other date as agreed upon and in writing between the Municipality and the Contractor.



- 7.7.3 The Contractor shall be responsible to the Municipality for payment of the cost of repair or replacement or any part of the Assets that is not in a good working condition or is damaged at the date of the inspection referred to in clause 7.7.2.
- 7.7.4 The Municipality may apply any portion of the Performance Bond towards the payment of the costs of such repair or replacement of the Assets (or part thereof).
- 7.7.5 The Contractor also consents to any new contractor/s of the Contract Services (if any) being present at such outgoing inspection with the Municipality and/or its Agent.

8. UTMOST GOOD FAITH

- 8.1 In the implementation of this Agreement the Contractor undertakes to observe the utmost good faith in all its dealings with the Municipality.
- 8.2 Furthermore, the Contractor agrees to co-operate and co-ordinate fully with the Municipality in all matters relating to the Operational Control and Maintenance of the Assets.

9. TRAINING

- 9.1 The Contractor shall provide sufficient training to its personnel to enable its employees to operate the Assets.
- 9.2 Training will accommodate the shift schedule of the municipal staff/employees.
- 9.3 Training presentations and videos will be made available throughout the formal training sessions and afterwards throughout the duration of the contract to enable continual learning.

10. REPORTS

- 10.1 The Contractor shall submit written reports to the Manager as specified in **Part C3.5.6** of this document.
- 10.2 Furthermore, the Municipality shall have the right at any time to call for a written report on any matter relating to the Contractor's activities under this Agreement in order to determine that the Contractor is complying with its obligations in terms hereof.

11. MEETINGS AND COMMUNICATIONS

- 11.1 The Municipality and the Contractor shall agree on a regular schedule for routine meetings and communication on all aspects of the Contract Services.

12. DATA MANAGEMENT AND RECORDKEEPING

- 12.1 The Contractor shall maintain updated databases and records required to prepare reports in respect of the Assets and the Scope of Work.

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12.2 The Contractor shall also back-up data daily and store all back-up SCADA and computer data in an offsite facility to ensure complete data recovery, to the satisfaction of the Wastewater Manager.

12.3 The Municipality shall at all times have access to all databases and records.

13. WORK TO BE TO THE SATISFACTION OF THE MANAGER

13.1 The Contractor shall operate the Works in strict accordance with the terms and conditions of this Agreement, the Design Criteria, the Scope of Work and to the satisfaction of the Wastewater Manager.

13.2 It is recognised that certain instructions and directions may not be explicitly defined in terms of this Agreement, but it is agreed that the Contractor shall use its Best Endeavours to comply with and adhere strictly to the Manager's instructions and directions on any matter pertaining to this Agreement, provided that such instructions and directions are reasonable and fall within the Contractors Operational Control and Maintenance obligations.

14. THE CONTRACTOR'S RESPONSIBILITIES IN RESPECT OF RISK, HEALTH, SAFETY AND EMPLOYEES

14.1 For the duration of this Agreement, the Contractor shall ensure that it shall comply with all the provisions of the applicable Laws.

14.2 The Municipality shall not be liable for or in respect of any damages or compensation payable in respect of or in consequence of any accident or injury to any person in the employment of the Contractor, except an accident or injury resulting from any act or default of the Municipality, its agents or servants, and the Contractor shall indemnify and keep indemnified the Municipality against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

14.3 The Contractor shall within 10 (ten) days after the last day of each calendar month, provide the Waste Water Manager with a written report on all risk, health and safety matters relevant to this Agreement.

15. REMUNERATION OF CONTRACTOR

15.1 The Contractor shall be remunerated for the Contract Services in accordance with the provisions as set out in the Pricing Instructions and Bill of Quantities in Part C2 Pricing Data of the Contract Document.

15.2 The Contractor understands that its remuneration is deemed to provide sufficiently to compensate it for profit and overheads, all labour, materials, equipment and energy, services to the Site, charges, levies, fees, deposits and other imposts, interest and finance costs, training, insurance and losses due to risks undertaken, assistance to the Municipality and others in the terms of the Agreement, in total everything that results from this Agreement, except the Exclusions and those cost items for which the Municipality assumes responsibility under this Agreement.

15.3 The Contractor shall be entitled to apply to the Municipality for a change in the remuneration in the event of a variation of the Contract Services, in accordance with the Contract Price Adjustment formulae provided in the Appendix C.

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16. PAYMENT

- 16.1 Payment of the Contractor shall be made to it on a monthly basis in arrears and will be in accordance with the provisions of the Pricing Data in Part C2 of the Contract Document.
- 16.2 The Contractor shall by the 20th of each month, submit a monthly tax invoice in which is detailed:
- 16.2.1 the cost for Operational Control and Maintenance as per the Bill of Quantities, comprising:
- 16.2.1.1 Fixed monthly fees for operations and routine, scheduled and preventative maintenance activities.
- 16.2.1.2 Any payments due for large maintenance repair projects and maintenance requests that have been approved by the municipality.
- 16.2.1.3 Any incidental cost incurred by the Contractor which the Municipality has agreed to be responsible.
- 16.2.2 any incidental costs incurred by the Contractor for which the Manager has agreed to be responsible; and
- 16.2.3 any Additional Services, extra or additional work ordered or sanctioned by the Manager and completed to the satisfaction of the Manager.
- 16.3 Once the Manager has approved the pro-forma invoice or part thereof the Contractor shall submit a tax invoice accordingly.
- 16.4 The Municipality shall ensure that payment of the tax invoice or part thereof as may be approved by the Manager is made to the Contractor within 30 days from the submission of the tax Invoice.
- 16.5 If any Party shall dispute an amount owing to the other Party, such dispute shall be dealt with in terms of the provisions of clause 27.
- 16.6 In instances where there are penalties owed by the Contractor for non-compliance, these shall be deducted from the amount due to the Contractor.

17. CHANGES IN THE PROCESS OF WASTEWATER TREATMENT AND SLUDGE HANDLING

- 17.1 Any change in the wastewater treatment and/or Sludge handling process will of necessity change the operating process/es. Bearing in mind the effect that the changes may have on this Agreement, the Municipality shall be entitled to select options that would lead to the most advantageous overall process or system of its choice.

18. CLAIMS FOR ADDITIONAL SERVICES TO AGREEMENT

- 18.1 The Manager shall have the right to instruct the Contractor in respect of Additional Services, whereupon the Contractor shall forthwith comply with such instructions.
- 18.2 The Contractor shall submit to the Manager full and detailed particulars of any claim for additional payment to which the Contractor may consider itself entitled in respect of Additional Services rendered.

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- 18.3 Every such claim shall be submitted within 30 (thirty) days of circumstances giving rise to such claim. The Manager shall determine the amount, if any, to be paid in respect of such claim.
- 18.4 Failure to agree as to whether or not there is an Additional Service and any failure to agree as to the amount thereof shall be referred to an arbitrator for final determination in accordance with clause 27.

19. INDEMNITY

- 19.1 Without detracting from, and in addition to, any other indemnities in this Agreement, the Contractor shall be solely liable for and hereby indemnify and hold harmless the Municipality, and keep the Municipality indemnified, against all losses and against all claims for injury or damage to any person or property whatsoever, including property and employees of the Contractor and the Municipality, which may arise out of or in consequence of the Contractor's performance of the Agreement; and against all claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature which may arise as a consequence of the Contractor's performance of this Agreement.
- 19.2 The Contractor shall however not be liable in terms of clause 19.1 for, or in respect of, or to indemnify the Municipality against any compensation or damages which may arise out of or in consequence of injury or damage to persons or property resulting from any act or omission or negligence by the Municipality, its agents, servants or other contractors (not being employed by the Contractor) for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses thereof or in relation thereto,
- 19.3 The Contractor shall be liable, and indemnifies the Municipality, against any fines or claims or liability arising from non-compliance or any applicable Law or from pollution or nuisance arising from the operation of the Works not attributable to circumstances beyond its control.
- 19.4 The indemnities given in clause 19.3 shall include all liabilities, fines, claims, demands, proceedings, damages, costs and charges in relation thereto of whatsoever nature.
- 19.5 Any insurance that the Contractor shall decide to take in respect of its liability in terms of Clause 19 shall be at its own expense, but it shall inform the Municipality of such insurance cover.

20. MUNICIPALITY'S RIGHT OF ACCESS

- 20.1 The Municipality's authorized representatives and agents shall have unrestricted access to the Site for official purposes, but the Contractor may require written authorization from the Manager for such persons, and shall require identification of persons not known to the Contractor or its employees.
- 20.2 Official purposes shall *inter alia* include control testing and measurement, verifying the Contractor's compliance with the conditions of this Agreement, inspection of the Assets and in general the protection of the Municipality's interests.



21. MUNICIPALITY'S LIABILITY FOR LOSS

- 21.1 Save as otherwise provided for in this Agreement, the Municipality shall have no liability for any loss, damage or injury which may be caused to any asset or employed of the Contractor.

22. OWNERSHIP

- 22.1 The Assets shall remain the property of the Municipality.
- 22.2 The Contractor shall not in any way Encumber the Assets.

23. PERFORMANCE SECURITY (GCC CLAUSE 7)

- 23.1 Within 14 days after the Commencement Date the Contractor shall provide, as a continuing covering security for the due performance of the Agreement an annual performance bond (the "Performance Bond") in favour of the Municipality in an amount equal 10% of the Contractor's remuneration for one year, inclusive of VAT (identified as the "Guaranteed Sum" in the Form of Guarantee/Performance Security referred to in clause 23.2 below).
- 23.2 The aforesaid Performance Bond shall be in the form given in Part C1.3 Form of Guarantee/Performance Security in this Contract Document.
- 23.3 The obtaining of such Performance Bond shall be at the expense of the Contractor. The Contractor shall instruct such recognised financial institution/s that provides the Performance Bond to honour any draw that the Municipality may present, without prior notice or approval of the Contractor.
- 23.4 Should the Contractor fail to perform in full any of its obligations under this Agreement, the Municipality shall be entitled, without prejudice to any other remedies at its disposal, to draw the whole or any part of the Performance Bond referred to in Clause 23.1 towards defraying the cost of remedying the default of the Contractor, and in the event of such draw during any one year period, the Contractor shall, upon request by the Municipality, forthwith reinstate the Performance Bond to its full amount.
- 23.5 The Performance Bond will be issued for a one-year period effective on the Commencement Date and shall be renewed annually thereafter.

24. INSURANCE (GCC CLAUSE 11)

- 24.1 From the Commencement Date the Contractor shall assume a duty of care in respect of the Assets to a standard expected from a responsible proprietor, and it shall take full responsibility for damage or destruction thereof due to whatever cause except in so far as the Municipality has assumed the risk described in clause 24.8 below.
- 24.2 For the purposes of this clause 24, the Municipality shall be entitled to assume that the Assets are at all times insured against such risks, on such terms, for such amounts and at such premiums as stated in this Contract Document alternatively as are for the time being usual in respect of similar Assets in similar locations.



- 24.3 Within 14 days after the Commencement Date, and without limiting to the foregoing, the Contractor shall effect and maintain, for the full duration of the performance of this contract, the following insurance cover:
- 24.3.1 Indemnity Insurance providing cover in an amount of not less than R1 000 000 (one million Rand) in respect of any single claim, the number of claims to be unlimited during the contract period.
- 24.3.2 Public Liability Insurances, in the name of the Contractor, covering the Contractor and the Municipality against liability for the death of/or injury to any person, or loss of/or damage to any property, arising out of/or in the course of this Agreement with a limit of indemnity of not less than R5 000 000 (five million Rand) for any single claim, the number of claims to be unlimited during the contract period; and
- 24.3.3 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.
- 24.4 The Contractor shall ensure that any subcontractors engaged in operation and maintenance activities shall, in addition to the Public Liability and COID insurances as described above, also take out and maintain indemnity insurance to the value of the work being undertaken.
- 24.5 The Contractor shall be obliged to furnish the Municipality with proof of such insurance as the Municipality may require from time to time for the duration of the Agreement. The evidence that the insurances have been effected in terms of this clause, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty in this Contract Document.
- 24.6 The Contractor shall not keep or do in or about the Site anything which is liable to enhance any of the risks against which the Assets are insured for the time being to the extent that such insurance is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 24.7 Without limiting its responsibility toward the Municipality, the Contractor may insure its interest in all or specified items of the Assets for its own account. The Contractor shall inform the Municipality of all such insurance.
- 24.8 Provided the Contractor has taken all reasonable steps within its power to comply with its duty of care, and to prevent or limit damage to the Assets the Municipality accepts the risk for damage and consequential loss arising from the following causes:
- 24.8.1 war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war; insurrection, rebellion or revolution; mutiny, military rising, military or usurped power, martial law or state of siege or any event or cause which determines the proclamations or maintenance of martial law or state of siege;
- 24.8.2 any event which, at closing date of the Tender, is defined as a risk in terms of insurance offered by the South African Special Risks Insurance Association.



24.8.3 the impact of meteorites pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

24.8.4 the design flaws of the Works by the Municipality or persons authorized to act on its behalf.

25. PENALTIES

25.1 The Contractor shall at all times comply with the Performance Guarantees set out in **Appendix A (SCC)** hereto, except to the extent that compliance is prevented or excused by Uncontrollable circumstances, agreement between the Parties or by the provisions of this Agreement.

25.2 Except to the extent that the Contractor is relieved as a result of an Uncontrollable circumstance, the Contractor shall be subject to penalties in the amounts or on the basis as set out in **Appendix B (SCC)** for non-compliance of the Performance Guarantees.

25.3 The results set out in the reports required in terms of **Part C3.5.6** in this document, shall be deemed conclusive evidence of any performance or non performance or non-compliance.

25.4 The Municipality may, without prejudice to any other method of recovery, deduct the amount of such penalty from any remuneration due to the Contractor or which may become due to the Contractor or recover it from the Performance Bond. The payment or deduction of such penalty shall not relieve the Contractor from its obligations.

26. EVENTS OF DEFAULT

26.1 The Agreement is concluded on the understanding that the treatment of wastewater is an essential service and interruption of the process or malfunctioning that interferes with the proper treatment process will have serious consequences of which Parties are aware. Therefore, in general, neither Party will be entitled to action that would interrupt or seriously affect the functioning of the Works to its best capacity. Towards this end proper, continuation of treatment within reason takes precedence over purely economic consequences.

26.2 Each of the following shall constitute an Event of Default by the Contractor after the Commencement Date-

26.2.1 failure of the Contractor to comply with any material obligation or provision of this Agreement and remain in default or fail to remedy such breach within 7 (seven) Business Days of receipt of written notice calling upon it to do so;

26.2.2 to the extent that such failures or refusals are not otherwise covered in this clause 26.2, failure or refusal by the Contractor to operate and maintain the Assets in accordance with the Performance Guarantees and meet the quality of Final Effluent on a rolling 3 (three) month average basis, unless failure or refusal is clearly recognised, justified and excused in terms of this Agreement;

26.2.3 failure of the Contractor fail to pay any amount which it is obliged to pay to the Municipality in terms of this Agreement on the due date for payment and failure to make such payment within 7 (seven) Business Days of receipt of written notice from the Municipality calling upon the Contractor to make such payment;

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- 26.2.4 any of the Performance warranties referred to in clause 30.6 that are found to be untrue or misleading as at the date on which such warranty is given or deemed to have been given to the Municipality and, in respect of a breach which is capable of being remedied, the Contractor's failure or refusal to remedy such breach of warranty within 7 (seven) Business Days from receipt of written notice from the Municipality calling upon the Contractor to do so;
- 26.2.5 the Contractor takes steps to change Control of itself without the prior written consent of the Municipality;
- 26.2.6 this Agreement has ceased to be of full force and effect in any material respect or valid and binding on the Contractor or enforceable in accordance with its terms;
- 26.2.7 failure to secure and maintain the Performance Bond required in terms of clause 23;
- 26.2.8 failure to secure and maintain the insurance required in terms of clause 24; then the Municipality shall be entitled to the remedies provided for in clause 26.3.
- 26.3 Should any Event of Default occur then, notwithstanding anything to the contrary contained herein and without prejudice to the Municipality's other rights in terms of this Agreement or in law, the Municipality shall have the right to -
- 26.3.1 terminate this Agreement; and
- 26.3.2 claim damages (including consequential damages); and/or
- 26.3.3 demand specific performance by notice to the Contractor.
- 26.4 As long as the Contractor has any obligation to the Municipality and the Municipality has any rights against the Contractor in terms of this Agreement, the Contractor shall promptly give notice to the Municipality of
- 26.4.1 the occurrence of any Event of Default of which it becomes aware; or
- 26.4.2 any other circumstances of which it becomes aware which could reasonably be anticipated to affect the fulfilment by it of its obligations under this Agreement.
- 26.5 No step taken by the Municipality against the Contractor shall give the Municipality the right to withhold remuneration for the operation of the Works for any period during which the Contractor had actually operated the Works materially in accordance with its obligations.
- 26.6 Should the Municipality have to take any legal action against the Contractor to enforce any of its obligations in terms of this Agreement, the Contractor shall pay all legal costs, including collection commission and VAT, incurred by the Municipality on an attorney and own client scale irrespective of the Magistrate's Court or High Court tariff.



26.7 Notwithstanding anything else contained in this Agreement, should the Contractor fail to perform its duties properly and such failure would result in the interruption of the treatment process or the Works, or unnecessary serious inadequacies therein and such failure is not due to uncontrollable circumstance, then the Municipality shall have the right to summarily and immediately take control over the operation and maintenance of the Works on a temporary basis through alternative agents, whether the Municipality proceeds with the termination of the Agreement or not.

27. DISPUTE RESOLUTION (GCC CLAUSE 27)

Replace GCC clause 27 with the following:

27.1 The Parties agree that the terms of this Agreement will be performed in the spirit of mutual co-operation, trust and confidence. The Parties further agree to use their reasonable endeavours to resolve, through mutual consultation, without involving any third Party or Parties, any dispute which may arise under, out of, or in connection with or in relation to this Agreement. If following such mutual consultation, the dispute still remains outstanding, the matter shall be referred to the chief executive officer of the Contractor and the Manager or their respective representatives, who shall negotiate for a period of up to 5 (five) Business Days from the date of such referral in an attempt to resolve such dispute. If following the expiry of such 5 (five) Business Day period, the dispute is still unresolved, then, save where otherwise provided in this Agreement, the matter shall be referred to arbitration in accordance with the remaining provisions of this clause 27.

27.2 This clause 27 is a separate, divisible agreement from the rest of this Agreement and shall -

27.2.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Agreement and not to this clause 27, which issue, the Parties intend, shall be subject to arbitration in terms of this clause 27; and

27.2.2 remain in effect even if the Agreement is terminated or is cancelled.

27.3 Subject to the provisions of clause 27.4, and save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement including, without limitation, any dispute concerning -

27.3.1 the existence of this Agreement apart from this clause 27;

27.3.2 the interpretation and effect of this Agreement;

27.3.3 the Parties' respective rights or obligations under this Agreement

27.3.4 the rectification of this Agreement.

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- 27.3.5 the breach, termination or cancellation of this Agreement or any matter arising out of such breach, termination or cancellation;
- 27.3.6 damages in contract in delict, compensation for unjust enrichment; or
- 27.3.7 any other claim whether or not the rest of this Agreement apart from this clause 27 is valid and enforceable, shall be decided by arbitration as set out in this clause 27.
- 27.4 The Parties to this dispute shall agree on the arbitrator. If agreement is not reached within 5 (five) Business Days after any Party to the dispute in writing calls for agreement, the arbitrator shall be –
- 27.4.1 if the dispute relates primarily to a financial matter, a practicing-chartered accountant of at least 15 (fifteen) years' standing nominated by the President for the time being of the South African Institute of Chartered Accountants: Western Cape at the request of either Party; or
- 27.4.2 if the dispute relates to any other matter, a practising commercial attorney or advocate of at least 15 (fifteen) years' standing on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA") or such other institution of similar standing as the Parties may agree, nominated at the request of any Party to the dispute by the Registrar of AFSA or such other institution (if applicable), for the time being,
- 27.4.3 provided that if the Parties are unable to agree on whether the arbitration relates to a financial or other matter, clause 27.4.2 shall apply.
- 27.4.4 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party to the dispute concerned is aware and, if desired, suggesting suitable nominees for appointment, and a copy shall be furnished to the other Parties to the dispute who may, within 5 (five) Business Days, submit written comments on the request to the addresser of the request.
- 27.4.5 The arbitration shall be held in Stellenbosch and the Parties shall endeavour to ensure that it is completed within 90 (ninety) Business Days after notice requiring the claim to be referred to arbitration is given.
- 27.4.6 The proceedings in the arbitration shall as far as practicable take place in private and be kept confidential.
- 27.4.7 The arbitration shall be governed by the Arbitration Act, No. 42 of 1965 and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
- 27.4.8 An order or award made by the arbitrator shall be carried into effect and shall be final and binding upon the Parties and may be made an order of court of competent jurisdiction.
- 27.4.9 This clause 27 shall not preclude any Party to a dispute from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator or panel of arbitrators, on appeal.



27.4.10 Notice of a dispute or pending arbitration proceedings shall not entitle any Party to suspend compliance with any of its obligations in terms of this Agreement or any agreement contemplated in this Agreement.

27.4.11 The Parties agree that a written demand by any Party that a dispute be submitted for resolution in terms of this clause 27 is deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, No. 68 of 1969.

28. TERMINATION

28.1 The Municipality, in its sole and absolute discretion, shall be entitled to terminate this Agreement upon the happening of any of the following events:

28.1.1 if the Contractor fails to rectify an Event of Default as provided for in terms of clause 26;

28.1.2 If the Contractor becomes subject to a scheme of arrangement or compromise with its creditors as envisaged in the Companies Act;

28.1.3 If the Contractor is being wound-up, liquidated, sequestrated, deregistered or placed under judicial management, whether provisionally or finally and whether voluntarily or compulsorily;

28.1.4 if the Contractor commits an act of insolvency in terms of the Insolvency Act, No. 24 of 1936;

28.1.5 if the Contractor fails to satisfy within ten (10) days any judgment of a competent court of law for the payment of any money of which execution has not been stayed;

28.1.6 if an Uncontrollable circumstance occur relative to the obligations of the Contractor or the Municipality under this Agreement and such Uncontrollable circumstance or the effect thereof prevents performance of such material obligation for a period of 30 (thirty) days

28.2 The Municipality shall give the Contractor not less than 30 (thirty) Business Days written notice of any termination made in terms of 28.1.

28.3 Upon termination of this Agreement, subject to the provisions of clause 7.7, the Municipality shall remunerate the Contractor for the Contract Services satisfactorily performed prior to the termination date and reimburse the Contractor any reasonable cost incident to the prompt and orderly termination of the Agreement, except in the case of a termination pursuant to an Event of Default.

29. NOTICES AND DOMICILIUM

29.1 Each Party chooses as its *domicilium citandi et executandi* their respective addresses set out in this clause 29 for all purposes arising out of or in connection with this Agreement at which addresses all the processes and



notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

29.2 For the purpose of this Agreement the Parties' respective addresses shall be -

29.2.1 as regards the Municipality the address specified in the Acceptance part of the Form of Offer and Acceptance in Part C1.1 of the Contract Document; and

29.2.2 as regards the Contractor the address specified in the Offer part of the Form of Offer and Acceptance in Part C1.1 of the Contract Document or at such other address in the Republic of South Africa, not being a post office box or poste restante, or facsimile number, of which the Party concerned may notify the others in writing.

29.3 Any notice given in terms of this Agreement shall be in writing and shall -

29.3.1 if delivered by hand, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of delivery;

29.3.2 if delivered by courier service, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of such delivery by the courier service concerned; and

29.3.3 if transmitted by facsimile, be deemed to have been duly received by the addressee on the 1st (first) Business Day following the date of despatch.

29.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such Party, provided that any provision that requires any notice to be in writing shall be complied with only if such notice in a written paper based form and, in this regard, the provisions of the Electronic Communications Act, No. 25 of 2002, shall not apply,

30. MISCELLANEOUS

30.1 Cooperation

The Parties undertake at all times to do all such things as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or Import of this Agreement, save where any particular provision contained in this Agreement imposes upon any one or other Party the obligation (to the exclusion of the other Party) to do any act, matter or thing, in which event it shall not be the obligation of all the Parties (by the inclusion of this clause in this Agreement) to procure the doing of such act, matter or thing, but it shall only be the obligation of the Party who is specifically directed thereto.

30.2 Whole Agreement

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties. This

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Agreement supersedes and replaces all prior commitments, undertakings or representations, whether Oral or written, between the Parties in respect of the subject matter hereof,

30.3 Law to Apply (GCC Clause 30)

This Agreement and all matters or disputes arising therefrom or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

30.4 Severability

Any provision in this Agreement, which is or may become illegal, invalid or unenforceable shall be *treated pro non scripto* and severed from the balance of the Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

30.5 Costs

Any costs, including attorney and own client costs, incurred by a Party arising out of the breach by any other Party of any of the provisions of this Agreement, shall be borne and paid for by the Party in breach.

30.6 Performance warranties

The Contractor represents and warrants to the Municipality that:

- 30.6.1 the execution of this Agreement and any other documents related hereto to which the Contractor is a party and the fulfilment by the Contractor of the terms and conditions hereof do not and will not conflict or violate any of the Contractor's formation documents or, to the Contractor's knowledge any Laws, which would materially adversely affect this Agreement;
- 30.6.2 there is no action, suit, claim, investigation or proceeding, at law or otherwise, before any court, pending or, to the best of the Contractor's knowledge, threatened against the Contractor, in which an unfavourable decision, ruling or finding could reasonably be expected to have a material adverse effect on the execution and delivery of this Agreement by the Contractor;
- 30.6.3 it is financially solvent;
- 30.6.4 no Event of Default has occurred or is continuing;
- 30.6.5 it and each of its employees, agents, subcontractors and contractors are competent to perform the Contract Services;
- 30.6.6 it has examined and analyzed the provisions and requirements of this Agreement, understands the nature of the Contract Services required, has satisfied itself as to the nature of all things needed for its performance



in terms of this Agreement and that this Agreement is feasible of performance in accordance with all of its provisions and requirements;

30.6.7 it has, or will have as of the Commencement Date, adequate capacity, technical knowledge and qualified employees to fulfil all of its obligations in terms of this Agreement;

30.6.8 it is, or will be at the Commencement Date, in compliance with any applicable Laws relating to rendering the Contract Services and performing any obligations in terms of this Agreement;

30.6.9 it shall conduct its business activities in accordance with the principles and guidance as set out in the King III Code on Corporate Governance.

30.6.10 its business is duly registered in terms of the provisions of the relevant legislation;

30.6.11 the representations made by it in the Contractor's Proposal and all other information and documentation submitted to the Municipality by the Contractor were true, accurate and correct as of the date they were made. The representations made by the Contractor did not contain any material misrepresentation or omissions of any material facts as of the date that they were made.

30.6.12 it has trained personnel who will be assigned to perform the Contract Services and that such personnel have experience operating facilities similar to the Works; and

30.6.13 It has budgeted and planned for providing experienced personnel that will be available at the Site to ensure transfer of experience and operations expertise between the Contractor and its affiliates.

30.7 Warranty of Authority

Each Party warrants to each of the other Parties that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

30.8 Independent Advice

Each Party acknowledges that it has been free to secure independent legal and tax advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties.

30.9 Implementation

The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to the giving of effect to the terms, conditions and import of this Agreement.



30.10 Scope of Work

30.10.1 Insofar as any of the provisions of this Agreement are inconsistent with the Scope of Work then, as between the Parties, the provisions of this Agreement shall prevail and the Scope of Work shall be deemed to have been modified pro tanto.

30.10.2 At the instance of any of any Party, the Parties shall procure the signature of any addendum that may be required for the purposes of amending the Scope of Work and/or this Agreement, as the case may be, so as to remove such conflict and conform with the provisions of this Agreement.

30.11 Confidentiality

30.11.1 Confidentiality in respect of the Agreement

30.11.1.1 Subject to 30.11.1.2, no Party shall, without the consent of the other Party, issue or make any public announcement or statement or release or make available any information regarding this Agreement or its implementation.

30.11.1.2 The provisions of 30.11.1.1 shall not apply to a public announcement or release of information which a Party is required to make in order to comply with a statutory obligation or the requirements of a competent governmental authority or a recognised stock exchange or if such Party or one of its subsidiaries wishes to disclose any such information in its annual financial statements, in which event a copy of the announcement or statement shall, prior to publication or release, be furnished to the remaining Parties for their approval, which approval shall not unreasonably be withheld.

30.11.2 Confidentiality in respect of Information

The Contractor agrees that it shall –

30.11.2.1 Not make use of or disclose or divulge to any outside party the terms of this Agreement or any information which that the Contractor may acquire during the currency of this Agreement relating to the Works, provided that this obligation will not extend to information –

30.11.2.1.1 which is in or comes into the public domain otherwise than through the default of the Contractor;

30.11.2.1.2 the disclosure of which is agreed by prior written consent of the Parties;

30.11.2.1.3 which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction;

30.11.2.1.4 the disclosure of which is required by law, regulatory authority, or a stock exchange;

30.11.2.1.5 which was known to the Contractor and was not subject to an obligation of confidence;



- 30.11.2.1.6 Which was independently developed by the Contractor without access to and/or using such Information and/or proprietary information; or
- 30.11.2.1.7 which is rightfully received from a third party who was not bound by confidentiality undertakings not to disclose such information; and
- 30.11.2.1.8 ensure that the members of Its group, officers and employees shall observe the restrictions contained in this 30.11.2.

30.12 Uncontrollable Circumstance

30.12.1 Should it be impossible for the Contractor to perform its duties or part of its duties in terms of the Agreement due to force majeure or uncontrollable circumstances over which it has no control or which it could not and did not foresee, then its action or inaction will not be considered as conduct in breach of Agreement, provided that:

- 30.12.1.1 the Contractor takes all steps available to him to bring such condition to an expeditious end;
- 30.12.1.2 the Contractor continues to take all possible steps to optimize the treatment of the Influent by change of process or emergency ancillary treatment; and
- 30.12.1.3 the Contractor reports the existence or likelihood of occurrence of the conditions to the Municipality and to the Department of Water and Sanitation, and to cooperate with them to limit harm and damages.

30.12.2 The cost of any action in terms of the above will be for the Contractors account, except in as far as it relates to the Municipality's acceptance of risk described in clause 24.

30.13 Certificate of Indebtedness

A certificate under the hand of the Manager or his duly authorized representative as to the existence and any amount of the indebtedness of the Contractor to the Municipality in terms of this Agreement at any time shall be prima facie proof of the contents and correctness thereof and of the amounts of the Contractor's indebtedness for the purpose of provisional sentence in any competent court and shall be valid as a liquid document for such purposes. This certificate shall set out detailed information including calculations used in arriving at the amounts of the indebtedness of the Contractor to the Municipality in terms of this Agreement.

30.14 Variation

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives

30.15 Relaxation

No latitude, extension of time or other indulgence which may be given or allowed by any Party to any of the other Parties in respect of the performance of any obligation hereunder or enforcement of any right arising from this

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Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

30.16 Counterparts

This Agreement may be executed in counterparts and by each Party in a separate counterpart, each of which so executed shall be an original, but all of which shall together constitute one and the same instrument.

30.17 Tax Invoices (GCC Clause 32)

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of clause 16. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

31. EXCLUSIONS (Operation and Maintenance)

All operation consumables necessary for the effective operation of the Works shall be supplied by the Client:

- Telecommunications landline, data communication and associated services;
- The occasional use of a forklift, rigging, scaffolding;
- Sampling and testing of mixed liquor characteristics before and after membranes for warrantee purposes;
- Supply of chemicals for odour control;
- Site security;
- The supply and payment of the electricity bill;
- The provision of office and kitchen facilities;
- The provision of ablution facilities for the operations/maintenance personnel;
- Suitably rated load cell or crane scale for use with the overhead crane during the removal of the membrane cassettes
- Supply of mechanical spares;
- Supply of diesel for the generators;
- Sampling and analysis of raw and final effluent;
- Spares and consumables i.e. blower and/or belt press belts replacement etc. are for the Municipality's account and will be procured via the municipality active tenders
- Laboratory equipment;
- Statutory inspection i.e. but not limited to lifting equipment inspection, cranes and pressure vessels etc

N.B: Should the municipality not be in a position to provide any of the above, the Contractor shall be requested to submit a formal quotation for any of the above services for approval by the Municipality/Client who will issue and instruction to proceed.

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APPENDIX A OPERATIONAL CONTROL OBLIGATIONS OF THE CONTRACTOR

A1 Performance Measurement

The contractor's performance shall be measured based in the following:

- Final effluent quality.
- Sludge dewatering performance.
- Planned, predictive and reactive maintenance.
- Risk management and emergency repairs.
- Duration of downtime
- Health and safety
- General housekeeping.

A2 Performance Criteria

The performance criteria for final effluent and thickened sludge quality are as follows and may be amended if there operational or regulation changes:

Table A1 (Limits) – Stellenbosch WWTW

Parameter	Unit	Effluent Performance Target	Licence Limits
COD (total)	mgO/ℓ	<30	<30
TSS	mgTSS/ℓ	<10	<10
Ammonia as Nitrogen	mgN/ℓ	<1	<1
Faecal Coliform count per 100 mℓ	Counts per/100m ℓ	0	0
NO ₂ as Nitrogen	mgN/ℓ	<1.5	<1.5
NO ₃ as Nitrogen	mgN/ℓ	<1.5	<1.5
Soluble Phosphate as Phosphorus	mgP/ℓ	<1	<1
pH	-	5.5 to 7.5	5.5 to 7.5
Free Chlorine	mg/ℓ	Less than 0.25 mg/ ℓ	0 mg/ ℓ
Thickened Sludge	Percentage dry solids	15 - 18%	N/A



Table A2 (Limits) – Wemmershoek WWTW

Parameter	Unit	Effluent Performance Target	Licence Limits
COD (total)	mgO/ℓ	<30	<30
TSS	mgTSS/ℓ	<10	<10
Ammonia as Nitrogen	mgN/ℓ	<1.5	<1.5
Faecal Coliform count per 100 mℓ	Counts per/100m ℓ	<100	<100
NO ₂ as Nitrogen	mgN/ℓ	<1.5	<1.5
NO ₃ as Nitrogen	mgN/ℓ	<1.5	<1.5
Soluble Phosphate as Phosphorus	mgP/ℓ	<2.5	<2.5
pH	-	6 to 7.5	5.5 to 7.5
Free Chlorine	mg/ℓ	Less than 0.25 mg/ ℓ	0 mg/ ℓ
Thickened Sludge	Percentage dry solids	15 - 18%	N/A

Table A3 (Limits) – Pniel WWTW

Parameter	Unit	Effluent Performance Target	Licence Limits
COD (total)	mgO/ℓ	<30	<30
TSS	mgTSS/ℓ	<10	<10
Ammonia as Nitrogen	mgN/ℓ	<1	<1
Faecal Coliform count per 100 mℓ	Counts per/100m ℓ	<0	0
NO ₂ as Nitrogen	mgN/ℓ	<1.5	<1.5
NO ₃ as Nitrogen	mgN/ℓ	<1.5	<1.5
Soluble Phosphate as Phosphorus	mgP/ℓ	<1	<1
pH	-	5.5 to 7.5	5.5 to 7.5
Free Chlorine	mg/ℓ	0 mg/ ℓ	0 mg/ ℓ
Thickened Sludge	Percentage dry solids	15 - 18%	N/A



Performance criteria based on downtime are as follows:

Table B1

Required action	Maximum allowable time
Respond and diagnose	2 hours
Fault repair (if within the control of the Contractor) • <i>Long-lead item</i>	8 hours
Fault repair (if using Municipal Tenders) <i>Delays to this item can be explained by one of the following:</i> • <i>Municipal Tender not active</i> • <i>Municipal Contractor not responding</i> • <i>Municipal Contractor delayed due to Supply Chain Processes</i> • <i>Long-lead item</i>	24 hours
Reliability of all process	Downtime over financial year shall be <1%



APPENDIX B PENALTIES

B1 Penalties

- Penalties will be instituted for non-compliance with performance indicators (Appendix A) .
- Events which could be controllable by the Contractor will result in penalties being imposed.
- Events uncontrollable by the Contractor will be evaluated and penalties will be imposed at discretion of the Municipality.
- The onus remains on the Contractor to substantiate that the events were not controllable and the Contractor to submit details of events within 2 weeks of the event or the argument will not be considered.
- Penalties will be cumulative (i.e., failure of one parameter causing a cascading failure of other parameters will result in penalty of all parameters failing).
- Positions that form part of the pre-qualification, must be filled within 45 days of becoming vacant. Failure to do so will result in a daily penalty equal to the amount of the daily salary rate of that position as priced in the Pricing Schedule.

B2 Penalty criteria

Penalties associated with performance criteria are as follows:

Table C1- Stellenbosch WWTW

Parameter	Unit	Discharge limits	Penalties/Payment Reduction (per day)
COD	mgO/ ℓ	30	R15 per mg/L over limit if below 75
COD	mgO/ ℓ	30	R30 per mg/L over limit if above 75
TSS	mgTSS/ ℓ	10	R25 per mg/L over limit if below 25
TSS	mgTSS/ ℓ	10	R50 per mg/L over limit if above 25
Ammonia as Nitrogen	MgN/ℓ	1	R5 per mg/L over limit below 2
Ammonia as Nitrogen	MgN/ℓ	1	R15 per mg/L over limit if above 2
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R500 if above limit and in the range (1-1000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R2500 if in the range (1001-5000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R10 000 if above 5000
Free Chlorine	mg/ℓ	0.1	R1000 per mg/L over limit if below 0.25
Free Chlorine	mg/ℓ	0.1	R5000 per mg/L over limit if above 0.25
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R5 per mg/L over limit below 10
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R20 per mg/L over limit above 10
Soluble Phosphate as Phosphorus	mgP/ ℓ	1	R10 per mg/L over limit below 2.5
Soluble Phosphate as Phosphorus	mgP/ ℓ	1	R25 per mg/L over limit above 2.5
pH	-	5.5 to 7.5	R1000 if out of range over limit
Thickened Sludge	Percent Dry Solids	<15%	R250 if out of range

Note: All values for Parameters tested will be adjusted prior to penalty calculation based on the number of hours of loadshedding the treatment works experience per day. The Municipality could also approve lowering a penalty or removing a penalty as a result in proven incidents outside the control of the Contractor.



Example:	$COD_{tested} = 80\text{mg/l}$	$Penalty_COD = COD_{tested} \times \frac{(24 - \text{Hours loadshedding per day})}{24}$
	6 hours Loadshedding per day	$= 80 \times \frac{(24 - 6)}{24} = 80 \times 0.75 = 60\text{mg/l}$
	$Penalty = (60 - 30) * R15 /\text{day}$	
	$= R450/\text{day}$	

Table C2- Wemmershoek WWTW

Parameter	Unit	Discharge limits	Penalties/Payment Reduction (per day)
COD	mgO/ ℓ	30	R15 per mg/L over limit if below 75
COD	mgO/ ℓ	30	R30 per mg/L over limit if above 75
TSS	mgTSS/ ℓ	10	R25 per mg/L over limit if below 25
TSS	mgTSS/ ℓ	10	R50 per mg/L over limit if above 25
Ammonia as Nitrogen	MgN/ℓ	1	R5 per mg/L over limit below 2
Ammonia as Nitrogen	MgN/ℓ	1	R15 per mg/L over limit if above 2
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	100	R500 if above limit and in the range (101-1000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	100	R2500 if in the range (1001-5000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	100	R10 000 if above 5000
Free Chlorine	mg/ℓ	0.1	R1000 per mg/L over limit if below 0.25
Free Chlorine	mg/ℓ	0.1	R5000 per mg/L over limit if above 0.25
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R5 per mg/L over limit below 10
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R20 per mg/L over limit above 10
Soluble Phosphate as Phosphorus	mgP/ ℓ	2.5	R10 per mg/L over limit above 2.5
Soluble Phosphate as Phosphorus	mgP/ ℓ	2.5	R25 per mg/L over limit above 5
pH	-	5.5 to 8.5	R1000 if out of range over limit
Thickened Sludge	Percent Dry Solids	<15%	R250 if out of range

Note: All values for Parameters tested will be adjusted prior to penalty calculation based on the number of hours of loadshedding the treatment works experience per day. The Municipality could also approve lowering a penalty or removing a penalty as a result in proven incidents outside the control of the Contractor.

Example:	$COD_{tested} = 80\text{mg/l}$	$Penalty_COD = COD_{tested} \times \frac{(24 - \text{Hours loadshedding per day})}{24}$
	6 hours Loadshedding per day	$= 80 \times \frac{(24 - 6)}{24} = 80 \times 0.75 = 60\text{mg/l}$
	$Penalty = (60 - 30) * R15 /\text{day}$	



Table C3 - Pniel WWTW

Parameter	Unit	Discharge limits	Penalties/Payment Reduction (per day)
COD	mgO/ ℓ	30	R15 per mg/L over limit if below 75
COD	mgO/ ℓ	30	R30 per mg/L over limit if above 75
TSS	mgTSS/ ℓ	10	R25 per mg/L over limit if below 25
TSS	mgTSS/ ℓ	10	R50 per mg/L over limit if above 25
Ammonia as Nitrogen	MgN/ℓ	1	R5 per mg/L over limit below 2
Ammonia as Nitrogen	MgN/ℓ	1	R15 per mg/L over limit if above 2
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R500 if above limit and in the range (1-1000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R2500 if in the range (1001-5000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	0	R10 000 if above 5000
Free Chlorine	mg/ℓ	0.1	R1000 per mg/L over limit if below 0.25
Free Chlorine	mg/ℓ	0.1	R5000 per mg/L over limit if above 0.25
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R5 per mg/L over limit below 10
NO ₂ or NO ₃ as Nitrogen	mgN/ ℓ	1.5	R20 per mg/L over limit above 10
Soluble Phosphate as Phosphorus	mgP/ ℓ	1	R10 per mg/L over limit below 2.5
Soluble Phosphate as Phosphorus	mgP/ ℓ	1	R25 per mg/L over limit above 2.5
pH	-	5.5 to 8.5	R1000 if out of range over limit
Thickened Sludge	Percent Dry Solids	<15%	R250 if out of range

Note: All values for Parameters tested will be adjusted prior to penalty calculation based on the number of hours of loadshedding the treatment works experience per day. The Municipality could also approve lowering a penalty or removing a penalty as a result in proven incidents outside the control of the Contractor.

Example:	$COD_{tested} = 80\text{mg/l}$ $6 \text{ hours Loadshedding per day}$	$\text{Penalty}_{COD} = COD_{tested} \times \frac{(24 - \text{Hours loadshedding per day})}{24}$ $= 80 \times \frac{(24 - 6)}{24} = 80 \times 0.75 = 60\text{mg/l}$
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Performance criteria based on downtime are as follows:

Table B2

Required action	Maximum allowable time	Payment reduction
Respond and diagnose	2 hours	R 500 / hour
Fault repair (if within the control of the Contractor)	8 hours	R 500 / hour
Fault repair (if using Municipal Tenders)	24 hours	R 500 / hour
Reliability of all process	Downtime over financial year shall be <1%	R 10 000 / year / 1% over



APPENDIX C CONTRACT PRICE ADJUSTMENT

The Contract Price shall be firm for duration of the contract period and escalation must be included in the tendered rates by each tenderer.

Part 2: Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address

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

Telephone : Fax:

email :



C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the **National Treasury General Conditions of Contract** (revised July 2010).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: **Stellenbosch Municipality**

"Contractor" means:

"Works" means: **CONTRACT NO: BSM 19/27 OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**

"Site" means: The site as defined in Clause 1.1.34 of the Special Conditions of Contract

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee until the termination of the contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified has not been made by the Contractor in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;



- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.



Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



C1.4 Occupational Health and Safety Agreement

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

..... ,
(Contractor/Mandatar/Company/CC Name)

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

I, , representing

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

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.

C/OID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20

Witness

Mandatar

Signed at on the day of 20

Witness

for and on behalf of
STELLENBOSCH MUNICIPALITY



OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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.
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.
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.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
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.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
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.
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.
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.
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.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer



C1.5 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: BSM 19/27

CONTRACT TITLE: OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029

I/ we,{Contractor} record as follows:

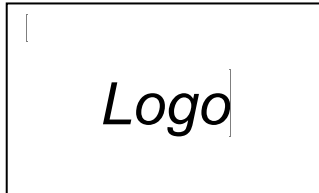
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR



C1.6 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

STELLENBOSCH MUNICIPALITY

Municipal Manager
Plein Street
Stellenbosch
7600

Dear Sir

CONTRACT NO.: **BSM 19/27**

CONTRACT TITLE: **OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH,
WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the STELLENBOSCH MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____



C1.7 Declaration by Tenderer

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

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

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

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

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

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



PART C2 : Pricing Data

	Pages
C2.1 Pricing Instructions	127-128
C2.2 Pricing Schedule Declaration	129
C2.3 Bill of Quantities	130-133



C2.1 PRICING INSTRUCTIONS

1. The Schedules of Quantities contain only brief descriptions to identify the salient items required and the Tenderer is referred to the Scope of Work, specifications, drawings and the Conditions of Contract for the full requirements.
2. This is a re-measurable contract, and the number of staff can be increased or decreased as required in agreement with the Contract Manager and the Waste Water Manager of the Municipality.
3. The prices and rates to be inserted in the Schedules of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. A price or rate is to be entered against each item in the Schedules of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedules of Quantities and thus assumed to be a zero rated item.
5. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The total tendered price shall govern in the event of any arithmetical errors (refer to C3.9 in Part T1.2, Tender Data).
6. The units of measurement described in the Schedules of Quantities are metric units, as well as the following:

No.	=	number
Item/Sum	=	lump sum
Prov	=	Provisional sum
PC sum	=	prime cost sum
%	=	per cent
Days	=	"Day" as defined in the Conditions of Contract
hrs	=	Hours
m	=	metre
cubicm	=	cubic metre
sqmm	=	square millimeter
m3-month	=	cubic metre per month
7. Items have been provided where any further items considered necessary by the Tenderer can be priced. The Tenderer must provide full details of what has been allowed for with his Tender under these items. Should the Tenderer be aware of any items included in the Works which are not itemised in the Bill of Quantities, these items should be added in the space provided, and hence included in the Tender price."
8. The Tenderer is referred to Appendix C of the Particular Conditions of Contract in Part C1.2 Contract Data regarding Contract Price Adjustment.
9. The quantities set out in the Bill of quantities are approximate only and the quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of quantities, shall be used for determining payments to the Contractor.
10. The final quantity of scheduled items in the Bill of Quantities are to be determined as the Work is executed. To this extent the scheduled quantities should be regarded as re-measurable and subject to adjustments, excepting where scheduled as a lump sum item, as required to correspond with the scope of works.
11. Payment for scheduled items shall be read in conjunction with the Project Specifications (Part C3.5) and shall conform to payment clauses as stated herein under:



OM1. Preliminary and General Items

Unit..... Sum

Where provision is made in the Bill of Quantities for Preliminary and General items, the sum(s) tendered shall cover the cost of all responsibilities specified in the Specifications together with all responsibilities in terms of the Conditions of Contract. In interim certificates, payment for Preliminary and General Items will be made, unless otherwise provided for, as a percentage of the tendered lump sum(s) pro-rated to the value of work certified for payment.

OM2. Operation and Maintenance of Works

Unit..... Month

The tendered rate or sum shall be payable monthly to the Contractor in accordance with the requirements specified in the Project Specifications.

The tendered rate shall include full compensation for all liabilities and obligations described or implied in the Project Specifications and deemed by the Contractor to be applicable to the operation and maintenance management of an entire installation and all appurtenant works deemed to form part thereof, as defined in the Project Specifications.

Remuneration for all value-related as well as all time-related preliminary and general charges shall be deemed included in the Contractor's monthly operation costs.

Monthly Labour rates (Bill Items A.8 and B.1 to B.8 and B.10) will only be paid from the date that the applicable staff/personnel member started working on the Stellenbosch, Wemmershoek and Pniel WWTW. All establishment/recruitment costs up to having staff/personnel onsite should be included in Bill A.

Example: If the appointed Contractor takes 2 months to recruit/appoint the 4 x Class II Process Controllers, the applicable Bill Item in Bill B (B.5) will only be for the remaining duration (left say 24 months in this example) and thus the contractor can only claim (and be paid) for 24 months times the monthly costs as with Bill Item B.5.



C2.2 : PRICING SCHEDULE DECLARATION

NOTE:

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

I / We _____

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

of the firm _____

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

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

Please note the following:

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

PRICING SCHEDULE:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



C2.3 Bill of Quantities

CONTENTS

BILL A: PRELIMINARY AND GENERAL

BILL B: OPERATION AND MAINTENANCE

SUMMARY OF SCHEDULE(S) OF QUANTITIES



Item No	Short Description	Unit	Quantity	Rate	Amount
	BILL A: PRELIMINARY AND GENERAL				
	<u>Preliminary and General (Payment Item OM1 as per Part C2.1 Pricing Instructions)</u>				
A.1	Performance Security	Sum	1		
A.2	Providing insurances for a total period of 36 months*	Sum	1		
	<u>Health and Safety:</u>				
A.3	General obligations in compliance with the Occupational Health & Safety Act, Construction Regulations 2014 and the Occupational Health and Safety Specification for a total period of 26 Months* Ending 30 June 2026	Months	30*		
A.4	Risk assessment	Prov Sum	1	R 200,000.00	R 200,000.00
A.5	Baseline medical assessment and vaccinations of employees before commencing work on site	Per Person	1		
A.6	General expenses incurred in complying with the requirements of T1.2, Tender Data, not included above	Sum	1		
A.7	General expenses incurred in complying with the requirements of C1.2, Contract Data, not included above	Sum	1		
	<u>Additional Labour as instructed by the Employer (Rates to include overheads, on cost charges and profit):</u>				
A.8	4 General workers	Months	30		
TOTAL OF BILL A					



Item No	Short Description	Unit	Quantity	Rate	Amount
	BILL B: OPERATION AND MAINTENANCE OF WORKS				
	<u>Operation of Works (Payment Item OM2 as per Part C2.1 Pricing Instructions)</u>				
B.1	Contracts Manager	Months	30*		
B.2	2 x Junior Plant Managers (Registered Class V) (12 hours shifts) [Average 182.5hours per person per month]	Months	30*		
B.3	4 x Process Controller Shift Supervisor (Registered Class V) (12 hour shifts) [Average 182.5hours per person per month]	Months	30*		
B.4	8 x Process Controller (Registered Class IV) (12 hour shifts) [Average 182.5hours per person per month]	Months	30*		
B.5	12 x Process Controllers (Registered Class III) (12 hour shifts) [Average 182.5hours per person per month]	Months	30*		
B.6	4 x Process Controllers (Registered Class IV) (12 hour shifts) [Average 182.5hours per person per month]	Months	30*		
B.7	Maintenance Management of all process units – including Maintenance Manager/Planner costs	Months	30*		
B.8	1 x Laboratory Technician (Full Time) [Average 176hours per person per month]	Months	30*		
B.9	2 x Electrician (Full Time) [Average 176hours per person per month]	Months	30*		
B.10	1 x Millwright (Full Time) [Average 176hours per person per month]	Months	30*		
B.11	3 x Mechanical Fitter (Full Time) [Average 176hours per person per month]	Months	30*		
B.12	1 x Plant Manager	Months	30*		
B.13	Provisional Allowance for Spares and Consumables (supply and deliver)	Prov Sum	1	R 6 000,000.00	R 6 000,000.00



Item No	Short Description	Unit	Quantity	Rate	Amount
TOTAL OF BILL B					

**Note: All pricing that is based on a contract period of 30 months is only used to ensure all tenderers tender for the same contract duration. The appointment date will determine the duration of the contract that ends 30 June 2029 and the rates tendered will then be used with the actual contract duration in months to determine total appointment value.*

**SUMMARY OF SCHEDULE(S) OF QUANTITIES
CALCULATION OF CONTRACT PRICE**

BILL A: PRELIMINARY AND GENERAL
PRELIMINARY AND GENERAL

R

BILL B: OPERATION OF WORKS
OPERATION OF WORKS

R

CALCULATION OF CONTRACT PRICE

C: TOTAL OF SCHEDULE(S) (SUM OF A to B)

R

D: CONTINGENCIES

(The utilization of the contingencies is subject to final approval of the client)

(10% of TOTAL C above)

R

E: TOTAL (C+D)

R

F: TOTAL VALUE ADDED TAX (15%) ON (E) ABOVE

R

G: CONTRACT PRICE Incl. VAT CARRIED FORWARD TO TOTAL BID PRICE (Front page) R

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for

Contract No.: BSM 19/27 - OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029 WORKS has been based.

SIGNED ON BEHALF OF TENDERER:

Reference No: BSM 19/27	OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029	Page 140 of 167
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PART C3 : SCOPE OF WORK

	Pages
C3.1 INTRODUCTION	135-136
C3.2 ENGINEERING (DRAWINGS & SCHEDULES)	137
C3.3 PROCUREMENT	138
C3.4 MANAGEMENT	139-142
C3.5 PROJECT SPECIFICATIONS	143-152



C3.1 INTRODUCTION

The Stellenbosch, Wemmershoek and Pniel Wastewater Treatment Works is owned by Stellenbosch Municipality. The plants consist of the following process units as described below, however service providers are encouraged to visit the plants for their own assessments. Appointments must be scheduled with the plant Managers prior to visiting the sites.

Stellenbosch WWTW – Retief Ras 021 808 8258 (Retief.Ras@stellenbosch.org.za)

Pniel and Wemmershoek - Adeline Mogolegeng 021 808 8914/8259 (Adeline.Mogolegeng@stellenbosch.org.za)

The Stellenbosch WWTW is located approximately 3 kilometres West of Stellenbosch City Centre. The Works is surrounded by agricultural farmlands, Stellenbosch Landfill site, residential areas and discharges into the Eersterivier which is an important water body as it supplies irrigation water to a relatively large agriculture sector. Refer to the Locality Plan attached in Part C4.1 of the Tender Document.

Stellenbosch WWTW has a hydraulic capacity of 35 ML/D. Currently, it is operated, maintained, and managed by a private contractor until December 2026. Stellenbosch WWTW consists of the following processes:

a) Inlet works:

- Three (3) Mechanical front raked bar screens and three (3) Perforated Band screens
- Two screenings wash presses, associated screenings launder conveyors, and a skip dolly to house skips containing the removed screenings
- Channel mounted sluice gates with and without actuators
- Three vortex degritters including all associated pumping and piping equipment, valves and a skip dolly to house skips containing the removed grit. Two grit classifiers (with integrated washing) are also included.

b) Flow Splitter and Fine Screening units:

- Actuated flow splitter gate
- Four Fine screening units
- Two screenings wash presses, associated pumping and piping equipment, valves and a skip dolly to house skips containing the removed grit.

c) MBR Plant:

- Anaerobic Zone with six surface mount mixers
- Anoxic Zone with six surface mount mixers
- Two Aerobic Zone with Fine Bubble Diffused Aeration
- Four Turbo Compressors for air supply to Aeration Zones
- Six Membrane Trains complete with associated pumps, valves, sluice gates, sensors, etc.
- Four Air Scour Blowers for air supply to Membrane Trains
- Sodium Hypo and Citric Acid dosing equipment
- De-Aeration Zone with two surface mount mixers
- WAS Pumpstation
- Two Recycle Pumps

d) CAS Plant

- Anaerobic Zone with two surface mount mixers
- Anoxic Zone with two surface mount mixers
- Aerobic Zone with five surface mount Aerators
- Two sets of belt driven Recycle Pumps



- RAS Pumpstation with two submersible pumps
 - Was Pumpstation with two submersible pumps
 - Three Secondary Settlers
 - Various flow splitter boxes
- e) Aerobic Digester:
- Consist of four fixed aerators and two floating aerator.
- f) Dewatering building:
- Consist of dewatering equipment (three belt presses), poly dosing equipment, pumping equipment, valves, pipework, etc. The Contractor under this contract will be responsible for maintaining and greasing the rollers. Checking the oil of the hydraulic pack and inspection of the scrappers and belts. These labour costs must be allowed for in their tender price under Millwright costs. The Consumable (oil and grease) costs will be covered by the provisional sum on supply of consumables and spares. Major services will be done by the Employers service providers on active maintenance tenders.
- g) Calcium Hypo dosing unit:
- One unit manually filled with HTH Tablets to ensure effective disinfection of the treated effluent.
- h) UV/Washwater:
- Three closed vessel UV units (need major service at the moment)
 - Three Washwater pumps.

Stellenbosch Municipality intends to appoint a Contractor for a period of 30 Months to undertake the Operation and Maintenance Management of the Works which comprises of the abovementioned process units. The Wemmershoek WWTW is located in Prinsen Africa Drive, Wemmershoek, about 10km West of Franschhoek. The works neighbours with the Wemmershoek sporting grounds, neighbourhood and discharges into the Berg River.

- a) Inlet works
- Two (2) mechanical front raked screen and two (2) Perforated Bank screens.
 - Two (2) screenings wash presses.
 - Two (2) vortex degritters including all associated pumping and piping equipment and valves.
- b) Fine Screening units:
- Two (2) fine screening units.
 - Two (2) screening wash presses, associated pumping and piping equipment and valves.
- c) Batch Plant
- Four (4) Batch reactors with associated aeration, pumping, piping and valves.
- d) Dewatering building
- Two (2) belt presses.
 - Two (2) screw conveyers with actuated sluice gates to fill sludge removal trucks.
 - Polymer makeup and dosing system.
- e) CCT
- Channeled CCT, with associated wash water pumps, piping, valves and chlorine dosing (Calcium Hypochlorite Tablets) system.
 - Aeration system for dissolved air flotation implementation in the first two channel sections of the CCT.



f) Washwater Filtration Plant (Not fully Commissioned)

- JoJo Tank based sand filters with associated backwash pump and piping for wash water filtration.

The Pniel WWTW is located just south of Lanquedoc and is surrounded by farmland. The Pniel WWTW discharges into the Banghoek River.

a) Inlet Works

- Two (2) manual backup inlet screens.
- Two (2) Spiral screens with associated screw conveyor and degritters.
- Two (2) Skip stands (one for coarse screens and one for fine screens).
- Two (2) Fine screens with associated degritters.

b) Biological reactors.

- Three (3) concrete chambers (aerobic, anaerobic and anoxic) with associated recycle pumps and aeration.

c) Secondary Settling Tanks (SSTs)

- Two (2) circular raked clarifiers.

d) Disinfection

- Three (3) ultraviolet disinfection units.

e) Anaerobic Digester and Dewatering Facilities.



C3.2 ENGINEERING

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the Project Specifications, the Bill of Quantities or the Drawings, the Project Specifications (Part C3.5) shall take precedence and prevail in the Contract.

C3.2.1 CONTRACTOR'S DOCUMENTS TO BE SUBMITTED FOR APPROVAL

The Contractor shall submit the following for acceptance within 14 working days from the Commencement Date:

- Copies of insurance policies in respect of the Works, Special Risks and Liability Insurance and evidence of payment of current premiums
- Valid Performance Security.

C3.2.2 DRAWINGS PREPARED BY THE EMPLOYER

The following general drawings are applicable to the Stellenbosch Wastewater Treatment Works and will form part of the Contract Documents as Volume 3. The Contractor will get access to other detailed drawings upon request after appointment.

DRAWING NUMBER	DRAWING TITLE
110282-0000-DRG-CC-005	Stellenbosch WWTW: Site Plan
110282-0000-DRG-CC-006-01	Stellenbosch WWTW: Process and Instrumentation Diagram 01
110282-0000-DRG-CC-006-02	Stellenbosch WWTW: Process and Instrumentation Diagram 02
110282-0000-DRG-CC-006-03	Stellenbosch WWTW: Process and Instrumentation Diagram 03
110282-0000-DRG-CC-006-04	Stellenbosch WWTW: Process and Instrumentation Diagram 04
110282-0000-DRG-CC-006-05	Stellenbosch WWTW: Process and Instrumentation Diagram 05
110282-0000-DRG-CC-006-06	Stellenbosch WWTW: Process and Instrumentation Diagram 06
110282-0000-DRG-CC-006-07	Stellenbosch WWTW: Process and Instrumentation Diagram 07
110282-0000-DRG-CC-006-08	Stellenbosch WWTW: Process and Instrumentation Diagram 08
110282-0000-DRG-CC-006-09	Stellenbosch WWTW: Process and Instrumentation Diagram 09
110282-0000-DRG-CC-006-10	Stellenbosch WWTW: Process and Instrumentation Diagram 10
110282-0000-DRG-CC-010-01	Stellenbosch WWTW: Process Flow Diagram - Liquid Stream
110282-0000-DRG-CC-010-02	Stellenbosch WWTW: Process Flow Diagram - Sludge Stream

The following general drawings are applicable to the Pniel Wastewater Treatment Works and will form part of the Contract Documents as Volume 3. The Contractor will get access to other detailed drawings upon request after appointment.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

A. GENERAL DRAWINGS		501760-0000-DRG-CC-336	Aerobic Digester: General Arrangement	501760-0000-DRG-CC-304	Pipe Longsections: Pipeline (ML02)
501760-0000-DRG-CC-000	Drawing Index	501760-0000-DRG-CC-337	Aerobic Digester: Subsoil Drainage Layout Details	501760-0000-DRG-CC-305	Pipe Longsections: Pipeline (ML03 & ML04)
501760-0000-DRG-CC-001	Priel WWTW: Existing Site Layout	501760-0000-DRG-CC-338	Aerobic Digester: Foundation Layout	501760-0000-DRG-CC-306	Pipe Longsections: Pipeline (ML05)
501760-0000-DRG-CC-002	Priel WWTW: New Site Layout	501760-0000-DRG-CC-339	Aerobic Digester: Plan View and Sections	501760-0000-DRG-CC-307	Pipe Longsections: Pipeline (ML06 & ML06A)
501760-0000-DRG-CC-003	Priel WWTW: Planning of Extension of works	501760-0000-DRG-CC-340	Aerobic Digester: Sections and Details	501760-0000-DRG-CC-308	Pipe Longsections: Pipeline (ML07)
501760-0000-DRG-CC-004	Priel WWTW: Existing Services and Survey	501760-0000-DRG-CC-341	Aerobic Digester: Handrails and Cable Sleeves Layout	501760-0000-DRG-CC-309	Pipe Longsections: Pipeline (TE01, TE02 & TE03)
501760-0000-DRG-CC-005	Priel WWTW: Site Plan: Setting Out Details of Extension	501760-0000-DRG-CC-342	Aerobic Digester: Elevations	501760-0000-DRG-CC-310	Pipe Longsections: Pipeline (TE05 & TE06)
71245-00-001	Priel WWTW: Process and Instrumentation Diagram - Inlet Works	501760-0000-DRG-CC-343	Aerobic Digester: Staircase Sections and Details	501760-0000-DRG-CC-312	Pipe Longsections: Pipeline (TE07)
71245-00-002	Priel WWTW: Process and Instrumentation Diagram - SSTs, Reactor and RAS PS	501760-0000-DRG-CC-345	Dewatering Building: 3D Views	501760-0000-DRG-CC-313	Pipe Longsections: Pipeline (TE09)
71245-00-003	Priel WWTW: Process and Instrumentation Diagram - Dewatering	501760-0000-DRG-CC-346	Dewatering Building: Foundation Layout	501760-0000-DRG-CC-314	Pipe Longsections: Pipeline (SS01 & SS02)
501760-0000-DRG-CC-007	Priel WWTW: Process Flow Diagram - Liquid Stream	501760-0000-DRG-CC-347	Dewatering Building: Ground Floor Plan, Sections & Details	501760-0000-DRG-CC-315	Pipe Longsections: Pipeline (SS03)
501760-0000-DRG-CC-008	Priel WWTW: Process Flow Diagram - Sludge Stream	501760-0000-DRG-CC-348	Dewatering Building: Surface Beds, Upper Deck Slab and Joint Details	501760-0000-DRG-CC-316	Pipe Longsections: Pipeline (WS01 & WS02A)
501760-0000-DRG-CC-009	Priel WWTW: Hydraulic Profile Diagram (Liquid Stream)	501760-0000-DRG-CC-349	Dewatering Building: Elevations	501760-0000-DRG-CC-317	Pipe Longsections: Pipeline (WS02)
501760-0000-DRG-CC-010	Priel WWTW: Hydraulic Profile Diagram (Sludge Stream)	501760-0000-DRG-CC-350	Dewatering Building: Electrical Cable Sleeves Layout Details	501760-0000-DRG-CC-318	Pipe Longsections: Pipeline (WS03 & WS04)
501760-0000-DRG-CC-011	Priel WWTW: Site Demolition Plan	501760-0000-DRG-CC-351	Ironmongery: Schedule: Machine Building and Dewatering Building	501760-0000-DRG-CC-319	Pipe Longsections: Pipeline (SR01, SR02, SR03 & SR04)
501760-0000-DRG-CC-012	Priel WWTW: Existing and Temporary Services to be Removed	501760-0000-DRG-CC-355	Ancillary Structures: Details of Flow Division & Collection Chambers	501760-0000-DRG-CC-320	Pipe Longsections: Pipeline (SR05, SR06, SR07 & SR08)
501760-0000-DRG-CC-013	Priel WWTW: Washwater & Treated Effluent Network: Layout	501760-0000-DRG-CC-356	Ancillary Structures: WAS Valve Chamber (WS01)	501760-0000-DRG-CC-321	Pipe Longsections: Spillback Pipeline
501760-0000-DRG-CC-014	Priel WWTW: Washwater & Treated Effluent Network: Details	501760-0000-DRG-CC-360	Generator Building: Plan Views	501760-0000-DRG-CC-322	Pipe Longsections: Pipeline (TE11)
501760-0000-DRG-CC-015	Priel WWTW: Potable Water Network: Layout	501760-0000-DRG-CC-361	Generator Building: Sections, Elevations & Details	501760-0000-DRG-CC-323	Pipe Longsections: Stormwater Drainage Pipe
501760-0000-DRG-CC-016	Priel WWTW: Potable Water Network: Details	501760-0000-DRG-CC-362	Modifications to Existing Biological Reactor: Details of Demolishment		
501760-0000-DRG-CC-017	Priel WWTW: Dubs Layout	501760-0000-DRG-CC-363	Modifications to Existing Biological Reactor: 3D Views	G. ROADS, STORMWATER	
B. BULK EARTHWORKS		501760-0000-DRG-CC-364	Modifications to Existing Biological Reactor: General Arrangement & Elevations	501760-0000-DRG-CC-400	Priel WWTW: Roads Layout and Setting Out Data (Option 1)
501760-0000-DRG-CC-100	Priel WWTW: Berm Layout	501760-0000-DRG-CC-365	Modifications to Existing Biological Reactor: Pump Stations & Sections	501760-0000-DRG-CC-401	Priel WWTW: Contour Plan
D. CONCRETE STRUCTURES & BUILDING WORK		501760-0000-DRG-CC-366	Modifications to Existing Biological Reactor: Foundation, Joint Layout	501760-0000-DRG-CC-402	Priel WWTW: Roads Longitudinal Profile
501760-0000-DRG-CC-300	Inlet Works: 3D Views	501760-0000-DRG-CC-367	Modifications to Existing Biological Reactor: Handrails and Cable Sleeves Layout	501760-0000-DRG-CC-403	Priel WWTW: Stormwater Drainage Layout (Option 1)
501760-0000-DRG-CC-301	Inlet Works: General Arrangement	501760-0000-DRG-CC-368	Modifications to Existing Biological Reactor: Joint Layout	501760-0000-DRG-CC-404	Priel WWTW: Northern Access Road Extension
501760-0000-DRG-CC-302	Inlet Works: Base Slab and Footing Setting out Dimensions	501760-0000-DRG-CC-369	Modifications to Existing Biological Reactor: Details of Demolishment	H. ELECTRICAL BUILDING DRAWINGS	
501760-0000-DRG-CC-303	Inlet Works: Sections Views	501760-0000-DRG-CC-370	Modifications to Existing SST: Plans, Sections & Details	501760-0000-DRG-EL-003	Street and Area Lighting Layout
501760-0000-DRG-CC-304	Inlet Works: Plan, Sections and Details	501760-0000-DRG-CC-371	Modifications to Existing SST: Plans, Sections & Details	501760-0000-DRG-EL-004	Machine Building - Small Power Electronic Services Layout
501760-0000-DRG-CC-305	Inlet Works: Stormwater and Manhole Detail	501760-0000-DRG-CC-372	Modifications to Existing Maturation Ponds: Plans, Sections & Details	501760-0000-DRG-EL-005	Machine Building Lighting Layout
501760-0000-DRG-CC-306	Inlet Works: Handrails and Electrical Cable Sleeves Layout Detail	501760-0000-DRG-CC-373	Modifications to Existing Sludge Holding Tank - Diesel Bund	501760-0000-DRG-EL-006	Dewatering Building - Small Power & Electronic Services Layout
501760-0000-DRG-CC-307	Inlet Works: Elevations	501760-0000-DRG-CC-374	Modifications to Existing Sludge Holding Tank - Diesel Bund	501760-0000-DRG-EL-007	Dewatering Building - Lighting Layout
501760-0000-DRG-CC-308	Inlet Works: Crane Beam Detail	501760-0000-DRG-CC-375	Gelton Coffer Structure (Pipeline TE10)	501760-0000-DRG-EL-008	Admin Building - Small Power & Electronic Services Layout
501760-0000-DRG-CC-310	Biological Reactor: 3D Views	501760-0000-DRG-CC-376	Gelton Coffer Structure (Pipeline TE11)	501760-0000-DRG-EL-009	Admin Building - Lighting Layout
501760-0000-DRG-CC-311	Biological Reactor: General Arrangement	501760-0000-DRG-CC-377	UV Building: 3D Views	501760-0000-DRG-EL-010	UV Building Document - Small Power & Electronic Services Layout
501760-0000-DRG-CC-312	Biological Reactor: Subsoil Drainage Layout	501760-0000-DRG-CC-378	UV Building: General Arrangement	501760-0000-DRG-EL-012	UV Building Document - Small Power & Electronic Services Layout
501760-0000-DRG-CC-313	Biological Reactor: Foundation Layout	501760-0000-DRG-CC-379	UV Building: Foundation Layout	501760-0000-DRG-EL-013	UV Building Document - Small Power & Electronic Services Layout
501760-0000-DRG-CC-314	Biological Reactor: Plan section details Sheet 1 of 2	501760-0000-DRG-CC-380	UV Building: UV Mechanical Layout	501760-0000-DRG-EL-014	UV Building Basement - Lighting Layout
501760-0000-DRG-CC-315	Biological Reactor: Plan section details Sheet 2 of 2	501760-0000-DRG-CC-381	UV Building: Section And Details 1	501760-0000-DRG-EL-015	UV Building Ground Floor - Lighting Layout
501760-0000-DRG-CC-316	Biological Reactor: Elevations	501760-0000-DRG-CC-382	UV Building: Section And Details 2	501760-0000-DRG-EL-016	UV Building Single Line Diagram DB-UV
501760-0000-DRG-CC-317	Biological Reactor: Handrails and Cable Sleeves Layout	501760-0000-DRG-CC-383	UV Building: Elevations	501760-0000-DRG-EL-020	Machine Building Single Line Diagram DB-MB
501760-0000-DRG-CC-320	Machine Building and UV Building: 3D Views	501760-0000-DRG-CC-385	RAS and WAS Pump Station: 3D Views	501760-0000-DRG-EL-021	Dewatering Building Single Line Diagram DB-DW
501760-0000-DRG-CC-321	Machine Building and UV Building: General Arrangement	501760-0000-DRG-CC-387	RAS and WAS Pump Station: General Arrangement	501760-0000-DRG-EL-022	Admin Building Single Line Diagram DB-ADM
501760-0000-DRG-CC-322	Machine Building and UV Building: Foundation Layout	501760-0000-DRG-CC-388	RAS and WAS Pump Station: Sections	501760-0000-DRG-EL-024	Street and Area Lighting Single Line Diagram Kiosk 1
501760-0000-DRG-CC-323	Machine Building and UV Building: Section and Details 1	501760-0000-DRG-CC-389	RAS and WAS Pump Station: Elevations	501760-0000-DRG-EL-025	Street and Area Lighting Single Line Diagram Kiosk 2
501760-0000-DRG-CC-324	Machine Building and UV Building: Section and Details 2	501760-0000-DRG-CC-390	RAS and WAS Pump Station: Cable Sleeve Layout	501760-0000-DRG-EL-031	CCTV Site Layout
501760-0000-DRG-CC-325	Machine Building and UV Building: Elevations				
501760-0000-DRG-CC-330	SST: 3D Views	501760-0000-DRG-CC-390	Process Pipework Layout		
501760-0000-DRG-CC-331	SST: General Arrangement	501760-0000-DRG-CC-391	Pipe Longsections: Pipeline (RS01 & RS02A)		
501760-0000-DRG-CC-332	SST: Section and Details	501760-0000-DRG-CC-392	Pipe Longsections: Pipeline (RS02)		
501760-0000-DRG-CC-333	Aerobic Digester: 3D Views	501760-0000-DRG-CC-393	Pipe Longsections: Pipeline (ML01)		



The drawings for Wemmershoek will be provided when construction of phase 2 at the WWTW has been completed.

C3.2.3 MAINTENANCE SCHEDULES PREPARED BY THE EMPLOYER

The following schedules are applicable to the Stellenbosch Wastewater Treatment Works and will form part of the Contract Documents as Volume 3. The Contractor will get access to other detailed schedules upon request after appointment.

SCHEDULE TITLE
1. Preventative maintenance tasks and OEM servicing schedules MBR Plant
2 . Preventative maintenance tasks and OEM servicing schedules CAS Plant



C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

Tenders will be evaluated in terms of the Municipality's Supply Chain Management Policy. Please refer to Part T1.2: Tender Data Schedule 16 for the Preferential Procurement Regulations.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Provisional Sums

Where Provisional Sums have been included in the Bill of Quantities and the work is to be done by a sub-contractor, the procedure to be followed is:

- Utilize the municipality tenders wherever possible as the primary option (not paid under this contract).
- Where the municipality does not have an active tender for the specific work, the Contractor must submit specification to the Manager WWTW.
- The specifications must be submitted to SCM who will obtain three quotations,
- Sub-contractor work can only be started pending approval from the SCM Manager.
- The Contractor will add a maximum of 10% markup/ handling fee to any work that is sub-contracted.

The quotes shall include full technical descriptions as well as a breakdown of prices, which shall be submitted to the Municipality for approval.

END OF SECTION



C3.4 MANAGEMENT

C3.4.1 ELECTRONIC PAYMENTS

The Contractor shall provide his banking details to enable electronic payments to be made; such payments shall be at the direction of Council's Director of Procurement.

C3.4.2 CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993.

The Contractor is referred to Part T1.2 Tender Data.

C3.4.3 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises used/managed by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer, of such investigation, complaint or criminal charge.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4 and the Drawings.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.4.4 PROTECTION OF THE PUBLIC AND EMPLOYER'S STAFF

The Contractor shall at all times ensure that his operations do not endanger any member of the public, or the Employer's staff.

Reference No: BSM 19/27	OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029	Page 149 of 167
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As the Works are an operating Wastewater Treatment site, the Contractor shall take special precautions to prevent access to any dangerous areas on the Works, e.g. by temporary barricades, notices and/or fencing. Materials used for access control should be procured as with the Procurement Section (Part C3.3) of this document.

C3.4.5 WORKING AND ENTERING CONFINED SPACES

Confined space is defined in the Occupational Health and Safety Act, Act 85, 1993, as an enclosed, restricted, or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen-deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present.

(a) Hazardous conditions in confined spaces could be identified as:

Hazardous atmosphere:

- Too little or too much Oxygen (too little can cause brain damage and cause the heart to stop and too much increases the risk of fire or explosion)
- Presence of Toxic gasses
- Liquids or solids inside the confined space. Liquids may produce hazardous atmosphere when it evaporates e.g. fuel
- Type of work done inside the confined space. Activities can lead to the release of harmful substances e.g. grinding, descaling etc.
- Contamination from outside/adjacent sources. A contaminant could enter the confined space through porous walls, communicating openings e.g. sewers

Explosive atmospheres:

- High concentration of Oxygen (>23%),
- Fuel e.g. Acetylene gas from leaking welding equipment;
- Methane gas and hydrogen sulphide produced by rotting organic waste in sewers;
- Hydrogen gas produced by contact between aluminium or galvanized metals and corrosive liquids;
- grain or coal dust;
- solvents such as acetone, ethanol, toluene, turpentine, and xylene which may be introduced into the space through spills) and
- Ignition sources e.g. open flames, welding arcs, chemical reaction, arcing of electrical motors etc.)

Physical hazards:

- Loose and unstable material may lead to trapping or burying workers
- Slip, trip and fall hazards
- Falling objects from above
- Moving parts of equipment and machinery
- Electrical shock from defective extension cords, welding cables etc.
- Poor visibility
- Temperature extremes
- Noise
- Risk of drowning
- Rusted railings

(b) Safe work procedures for Confined Spaces shall include:



Only enter confined space after the air has been tested and evaluated by a competent person who has certified in writing that the space is safe and will remain safe for the duration of the work. Where the confined space cannot be certified as safe steps must be taken to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when;

- the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
- the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

In an instance where it's not possible to purge and ventilate the confined space, the following precautions must be taken:

- the confined space is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that ;
- the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
- at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
- effective, approved apparatus for breathing and resuscitation is available immediately outside the confined space.

Ensure that everybody vacate the confined space after completion of any work therein. Where the hazardous gas, vapour, dust or fumes are of an explosive or flammable nature, further steps must be taken to ensure that such a confined space is entered only if –

- the concentration of the gas, vapour, dust or fumes does not exceed 25 percent of the lower explosive limit of the gas, vapour, dust or fumes concerned
- where the work to be performed is of such a nature that it does not create a source of ignition; or
- such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed

Employees required to work in confined spaces must be trained and competent in confined space procedures. Working alone in a confined space is not permitted. A Confined Space Entry Permit is required for entry prior to any work performed in a confined space. A suitably trained person must undertake a written risk assessment before carrying out work involving entry into a confined space. The assessment shall take into account the following:

- the nature of the confined space;
- the work required and the methods by which the work can be done;
- the hazards involved and associated risks;
- implementation of control measures;
- the emergency and rescue procedures.



The risk assessment must be signed by all the people involved in the work to be done in the confined space. Communication between people in a confined space must be established as well as communication with any stand-by staff located outside. Rescue procedures must be established before entry into any confined space which, include a stand-by person. If working under a contractor or client's entry permit, this must be reviewed by a suitably qualified Health and Safety Specialist person to ensure adequacy of risk assessment, control measures and safe working procedures before entry.

C3.4.6 SUBCONTRACTORS

The Contractor is responsible for work carried out on his behalf by subcontractors. The Municipality will not liaise directly with such subcontractors, and all problems relating to payments, workmanship, etc., shall be the concern of the Contractor and the subcontractor, and the Municipality will not be involved.

C3.5 PROJECT SPECIFICATIONS

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the Project Specifications, the Bill of Quantities or the Drawings, this specification shall take precedence and prevail in the Contract.

C3.5.1 OPERATION AND MAINTENANCE OVERVIEW

The Contractor shall, from the effective date have sufficient staff to operate all the plants and must have the entire staff compliment as indicated on the organogram filled within 3 months of appointment. The Contractor shall operate, manage and carry out routine/preventative maintenance for the entire Stellenbosch, Wemmershoek and Pniel Wastewater Treatment Works on a 2 X 12-hour shift basis per day (4 teams). The dayshift will start at 06h00 and nightshift will start at 18h00 for 7 days a week, 365 days per year, for the full duration of the contract.

The Municipality will have full time Municipal employees onsite that will be required to work with the Contractor as part of the Operational/Process Control Team. The Contractor will be responsible for on-the-job training of its own personnel and of the municipal staff. A structured training session (minimum two days theory and two days practical training) will be conducted on a yearly basis. The Contractor's yearly training responsibilities will be completed only once all process staff (both Contractor's and Municipal) have been tested through a written, theoretical test and a verbal, practical test, unless it is proven that the Municipal staff unreasonably refuses to attend. The test results will remain confidential to all except the Manager: Wastewater Treatment and the management staff of the Contractor.

The Contractor will also be responsible to manage all corrective maintenance via its Maintenance Manager/Planner through the use of municipal maintenance tenders and the Procurement Section (Part C3.3) of this document. The Municipality will provide all Operational and Maintenance manuals for the treatment works to the service provider once appointed.

C3.5.2 CONTRACTOR'S EXPERIENCE

Please see attached propose organogram for placement of staff. The Contractor must make provision for staff that will accommodate 4 shifts. The organogram depicts staff required per shift. The Contractors staff can be moved around between the three WWTW upon approval from the Contracts Manager and the Project Manager from the Municipality.

All shift supervisors and process controllers must be classified as class III, IV and V process controllers in terms of schedule 3 of regulation 3630 of June 2023 with the Department of Water and Sanitation. The Contractor must oversee their process controller's classification administrative process. A process controller must have relevant experience with operation of mechanical and electrical components of a wastewater treatment works and a good knowledge of the process control and operation.

C3.5.3 CONTRACTOR'S PERSONNEL

This Section should be read with Schedule 8 and Schedule 22.

The Contractor's Senior staff for this scope shall as a minimum requirement include for the following:

- A Contract Manager appointed by a contractor with at least 5 years project or contract management experience with a similar sized Wastewater Treatment works project (Construction and/or Operational management).
 - Engineering, Project Management or Contract Management Qualification as a minimum (NQF7 or higher).



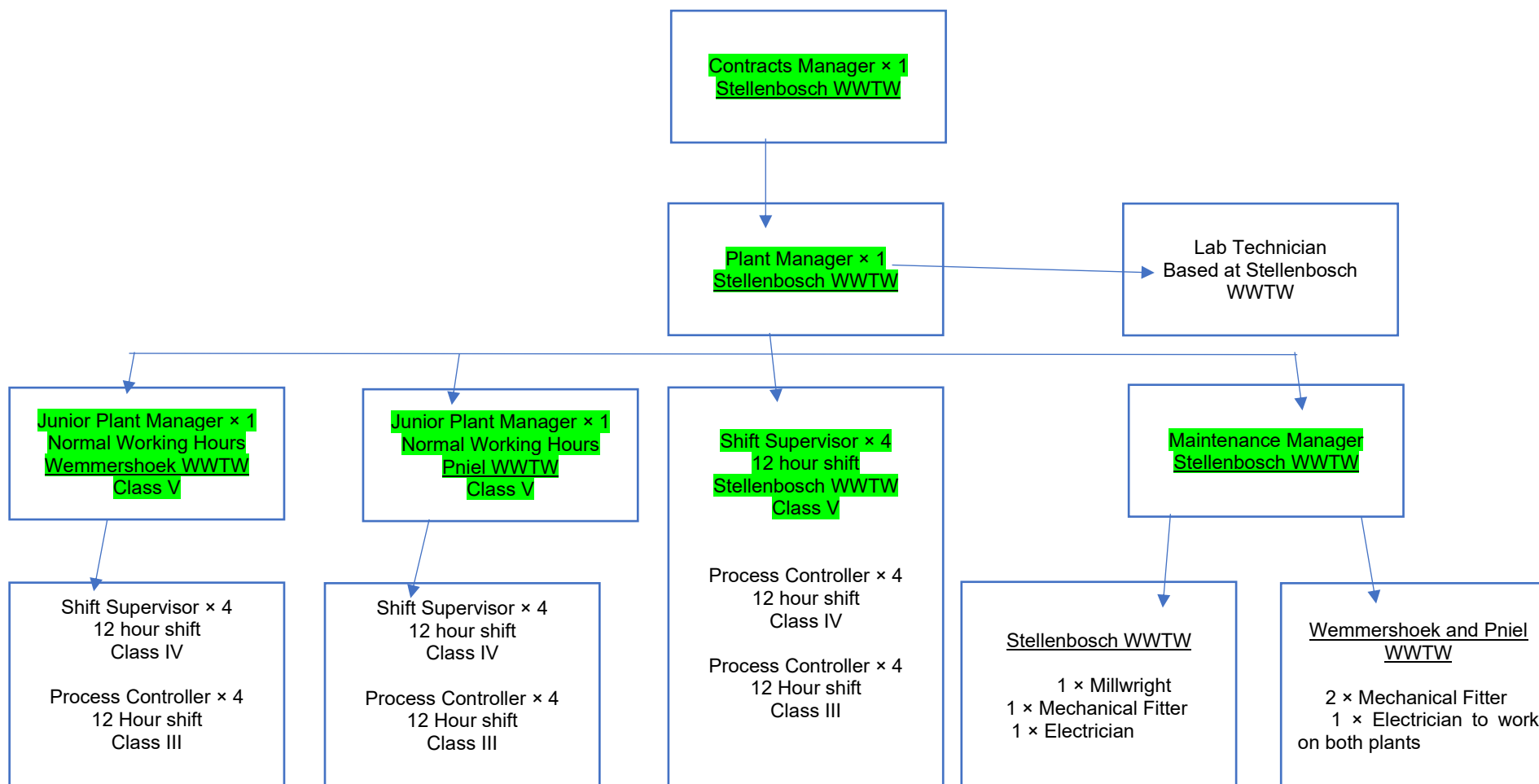
- A Plant Manager/Senior Professional Officer WWTW appointed by a contractor with operation and management experience of Wastewater Treatment works Must be registered as a Professional Class V Process Controller.
 - Water Treatment/Wastewater Treatment/Chemical Engineering or Process Engineering Qualification as a minimum (NQF7 or higher).
- A Maintenance Manager/Planner appointed by a contractor with at least 5 years maintenance management/planning experience in a similar field (Water, Wastewater or Chemical/Mineral Processing)
 - Mechanical, Electronical, Electrical or Mechatronics Engineering Qualification as a minimum (NQF7 or higher).
- A Mechanical Fitter appointed by a contractor with at least 5 years repairs and maintenance experience in a similar field (Water, Wastewater or Chemical/Mineral Processing)
 - Trade tested electrician with minimum NQF3 Qualification in Mechanical Engineering.
- A Electrician appointed by a contractor with at least 5 years repairs and maintenance experience in a similar field (Water, Wastewater or Chemical/Mineral Processing)
 - Trade tested electrician with minimum NQF3 Qualification in Engineering.
- The Millwright appointed by a contractor with at least 5 years repairs and maintenance experience in a similar field (Water, Wastewater or Chemical/Mineral Processing)
 - Trade tested Millwright with minimum N2 qualification
- Process Controllers Class V appointed by a contractor with at least 5 years experience in a similar field (Wastewater or Chemical/Mineral Processing)
 - Must be a classified class V process controller
- Process Controllers Class IV appointed by a contractor with at least 3 years in a similar field (Wastewater or Chemical/Mineral Processing)
 - Must be a classified class V process controller
- Process Controllers Class III appointed by a contractor with at least 2 years in a similar field (Wastewater or Chemical/Mineral Processing)
 - Must be a classified class III process controller

The Contractor's Process Controllers, Laboratory staff and junior Maintenance staff for this scope shall as a minimum requirement include for the following:

- Two (2) × Class V (registered) Junior Plant Managers -
- Four (4) × Class V (registered) Process Controllers – Shift Supervisors Stellenbosch WWTW based
- Eight (8) × Class IV (registered) Process Controllers – Shift Supervisors
- Twelve (12) × Class III (registered) Process Controllers
- Four (4) × Class IV (registered) Process Controllers



- *Process Controllers work 12 hour shifts (dayshift start at 06:00, nightshift start at 18:00)*
- One (1) x Laboratory Technician (*40 hours per week*)
- Three (3) x Mechanical Fitter
- Two (2) x Electricians
- One (1) x Millwright





C3.5.4 OPERATION OF THE WORKS

Operation of the Works shall mean all units, components, equipment and materials, and their relations to each other, employed to enable reliable and effective wastewater treatment for the process units documented below. The Contractor shall have full access and shall make use of the process control room and office facilities.

This service shall be provided in accordance with the prescriptions in this specification, the relevant operation and maintenance manuals, manuals supplied by the equipment suppliers as well as applicable approved industry standards. Operation duties shall generally refer to all tasks and actions required to operate the following process units (in its entirety) and equipment:

- Inlet Works: Screening, Screening washing/compacting and degritting
- Flow Splitter and Finescreening
- MBR Biological reactor including sludge wasting, recycle pumps, mixers and fine bubble diffused aeration including Turbo Compressors and Membrane filtration units including blowers.
- Biological reactor including sludge wasting, recycle pumps, mixers and surface aerators
- SBR plant (Wemmershoek WWTW)
- Secondary settling tanks
- RAS/WAS pump stations
- Aerobic digestors
- Sludge dewatering (belt presses) systems
- Chlorine (HTH tablets) disinfection
- UV disinfection
- Washwater pump stations
- MCC's
- SCADA and HMI control systems
- Chlorine contact tanks

Other duties to be performed and executed by the Contractor shall include, but shall not be limited to the items listed below:

- a) The Contractor shall have a call-out system to respond to events that happen outside normal working hours.
- b) The contractor shall have a person on standby to attend to any events on site that happen outside the normal work hours.
- c) If the Employer requires additional process controllers to be employed on this contract, the contractor will be required to make the necessary arrangements to facilitate this. The monthly labour rates in Bill B of the Bill of Quantities will be used to compensate the Contractor for any additional process controllers appointed over and above the minimum staff compliment indicated in Schedule 22 and Section 3.5.3.
- d) The contractor shall operate and manage assets in accordance with the design criteria and in accordance with the O&M manuals.
- e) The contractor shall be compliant with the Department of Water and Sanitation requirements with respect to quality of final effluent and sludge. The Municipality is aware of historical equipment failures and the impact of this will be taken into account when considering compliance with discharge limits.
- f) Business activities will be conducted in a way that ensures the Municipality does not suffer reputation loss.



- g) The contractor shall comply with all legislative requirements (including risk, health and safety, and environment) necessary to operate and manage the WWTW.
- h) The contractor shall be responsible for its own accounting, financial management and budgeting.
- i) The contractor shall be committed to cost minimization approach at all times.
- j) The contractor shall closely monitor the usage of utilities (water and electricity) and optimize and reduce their usage where possible.
- k) The contractor shall operate the works in a manner that minimizes any nuisance (such as odours and noise) to the public.
- l) The contractor shall be required to provide a work skills plan which will be updated annually.
- m) Log and report spills, pollution events, power failures, equipment fault (mechanical, electrical or electronic) extraordinary process phenomena, etc. Check auto-reset of power to mechanical equipment
- n) Calibrate and set flow measuring to ensure specified hydraulic loading rates on downstream process units
- o) Develop a feel for effective treatment by means of visual indicators of good/bad plant performance: Colour, odour, foam, algae growth, aeration patterns, effluent clarity and quality, bubbles, floating material, solids accumulation, flow patterns, turbulence, etc.
- p) Record operating hours and kW-hours of all mechanical equipment
- q) Check operation of all valves and sluice gates
- r) Ensure that all mechanical, electrical and electronic equipment is operated and performing in accordance with the specifications.
- s) The Contractor will refrain from removing any algae growth from Secondary Clarifiers, unless this algae growth is impacting flow distribution over the weirs and the algae removal is done in such a manner that no algae is spilled into the receiving body of water (Eersteriver/Dwarsriver).

The Contractor shall prepare reports (refer to C3.5.6) which he shall use to record the process operations and parameters.

C3.5.5 MAINTENANCE OF THE WORKS

Maintenance of the Works shall mean all units, components, equipment and materials, and their relations to each other, employed to enable reliable and effective wastewater treatment for the process units documented below.

The Contractor shall conduct routine preventative and corrective maintenance inspections, and when required, carry out the necessary preventative maintenance services. Labour costs for preventative maintenance will be included in the unit costs for the full time Millwright and Mechanical Fitter.

The Contractor will also be required to carry out breakdown maintenance in the event that this can be done without conflict with the current municipal maintenance tenders. During equipment malfunction, or breakdown, the Contractor will use the necessary means to diagnose the problem and provide a plan (path forward) for the necessary corrective maintenance to repair the equipment. The Contractor will then discuss this plan (path forward) with the relevant manager from the



Municipality before commencing with any maintenance/repair work. The aim will always be to first use any active municipal maintenance tenders to perform corrective maintenance.

The contractor shall provide all the necessary equipment and tools required for any maintenance services that it provides. This service shall be provided in accordance with the prescriptions in this specification and the relevant operation and maintenance manuals, as well as manuals supplied by the equipment suppliers. Preventative Maintenance duties shall apply to the following process units (in its entirety):

- Inlet Works: Screening, Screening washing/compacting and degritting
- Flow Splitter and Finescreening
- MBR Biological reactor including sludge wasting, recycle pumps, mixers and fine bubble diffused aeration including Turbo Compressors and Membrane filtration units including blowers.
- Biological reactor including sludge wasting, recycle pumps, mixers and surface aerators
- Secondary settling tanks
- RAS/WAS pump stations
- Aerobic digestors
- Sludge dewatering (belt presses) systems
- Chlorine (HTH tablets) disinfection
- UV disinfection
- Washwater pump stations
- MCC's
- SCADA and HMI contact systems
- Chlorine contact tanks

Other duties to be performed and executed by the Contractor shall include, but shall not be limited to the items listed below:

- a) Log all routine preventative and repair maintenance inspections, and routine maintenance services
- b) Log all maintenance calls for faulty equipment, detailing the diagnosis and corrective maintenance service requirements. This will be done in dedicated maintenance logbook available in the main control room at all times.
- c) Calibrate and set flow measuring equipment to ensure accurate flow data.
- d) The contractor shall be skilled in predictive maintenance and conditional monitoring of assets.
- e) The Contractor shall be responsible for carrying out routine maintenance as specified by the O&M manuals.
- f) The Contractor shall carry out regular inspections on all mechanical, electrical and electronic equipment to ensure they are operated and performing in accordance with the specifications.
- g) The Contractor shall be required to log all maintenance calls for faulty equipment, detailing the diagnosis and corrective maintenance service requirements.
- h) The Contractor shall be required to attend to emergency repairs, with approval from the Employer,
- i) The Contractor shall be required to provide a monthly report, which shall contain the following:



- List of all routine preventative and repair maintenance work carried out by the Contractor.
- List of all repair maintenance work carried out by contractors on the municipal maintenance tenders.
- List of all mechanical and electrical breakdowns and associated times.
- List of recommended refurbishments to be undertaken, to be approved by the Employer.
- Operational and maintenance issues which have arisen over the duration for which the report was written with mitigating proposals to ensure these issues do not arise again.

All damaged or defective equipment must be reported to the Municipality immediately and must be repaired or replaced as soon as possible.

The Contractor shall prepare reports (refer to C3.5.6) which he shall use to record all routine maintenance inspections, routine maintenance services, maintenance call-outs for equipment malfunction or failure, and corrective maintenance services.

As part of the Operational Contract, the following items will be for the Employer's cost:

- All consumables required for preventative maintenance work (part of B.12 in BOQ B).
- Spares and replacements shall be provided and or procured by the Employer through their available tenders, from the municipality spares store on request or as part of Bill Item B.12 (BOQ B) in accordance with C3.3.2.1 Provisional Sums.

If the Employer should require the Contractor to supply and deliver any consumables, and or spares, then the Contractor will be formally instructed by the Employer.

C3.5.6 OPERATIONAL REPORTING

As a minimum, the Contractor shall prepare and submit daily, weekly, monthly, quarterly and annual reports to the Employer as per the details and time frames stated in the **table below**. The purpose of the reports is to record the works' performance and provide a valuable reporting tool to demonstrate the performance of the plant and problems experienced. The Contractor shall be responsible for preparing and submitting all reports required by the Employer in electronic format. Reports shall be submitted to the Manager: Wastewater Treatment. The format of the reports shall be in accordance with the structure and format as agreed upon by the Employer. The Contractor shall submit all reports electronically. Each report shall be signed by the Contractor's Project Manager.

Frequency	Type of Information	Final Submission Date
Within 24 hours	• Environmental and/ or Emergency Report • Uncontrollable Circumstances Report	By close of business
Weekly, inter alia	• Final effluent • Flows, (daily and averaged for the week) • Daily analysis on Plant performance to be included	Every Friday



	• Process Unit Operation performance • Recording of equipment running hours • Maintenance undertaken	
Monthly Report detailing amongst others	• Operation Report • Performance Guarantee Report • Payment certificate and Tax Invoice • Risk Report	No later than seven (7) days after the end of each Month
Quarterly report summarizing	• Performance Guarantee Report • Operations Report • Performance Report	Every 15th of April, July, October and January
Semi-Annually	• In addition to the reports for the quarterly report, this report will include: • Flow meter • Calibration reports where required	Every 15th of July and January
Annually	• Annual Operation and Maintenance Report • Annual Performance Guarantee Report • Annual Inspection Report	No later than thirty (30) days after 30 June

Note: *The Employer reserves the right to amend, remove or add any parameter/requirement to the reports table above within reason. The aim is to improve on reporting as inefficiencies are identified.*

C3.5.7 INCORPORATION OF EXISTING STAFF

The Contractor shall be required to incorporate the Municipality's staff on the works and shall provide the required operation and maintenance training to the staff. The Contractor's Process Controllers and the Municipal Process Controllers will work together (under the leadership of the Contractor) as a single team.

The Municipal Process Controllers will however remain employed at the municipality and all admin functions associated with them (shift roster, leave approvals, payment, etc.) will remain the responsibility of the Municipality.



C3.5.7.1 DE-ESTABLISHMENT OF STAFF

The Stellenbosch Municipality will appoint additional internal staff throughout the contract period to the goal of having a full Municipal Process Team that will take over the Works on the 01st of July 2029. This type of Contract will possibly not be needed going forward (after 30 June 2029).

The Contractor will price according to the BOQ, but will ensure their monthly rates take the following assumptions into account:

- a) The Contractor will have a full process staff component excluding market factors that influence the ability to comply with this (staff resignation/retirement/death/ length of recruitment processes etc) (as with the BOQ and above) until 30 June 2029.
- b) The Municipality retains the right to instruct the contractor to not fill a position on their organogram when the post is vacant while not deemed necessary going forward.
- c) The Contractor will provide contracts to their process staff of maximum 1 year, with the option to be extended (based on the de-establishment instruction). Longer contracts will be at the risk of the Contractor. The Manager Waste Water will notify the Contractor when vacancies are filled, and will issue a notice to the Contractor to not renew or extend the 1 year contracts to the amount of vacancies that was filled by the Municipality.
- d) Claimable payment as with the BOQ will reduce according to the de-establishment instruction given on the 28th of March 2025.

C3.5.8 GENERAL HOUSEKEEPING

The Employer shall provide the general housekeeping as follows:

- Site and building maintenance
- Road and paving maintenance.
- Cleaning services of all facilities on site.
- Maintaining the grounds and landscaping in an aesthetically and clean condition.
- For pest control measures.
- Provide rubbish and waste removal.

The contractor will be responsible for the following:

- Immediately containing of spills and clean or dispose of materials according to a safety plan.
- Cleaning of all process units and equipment, this falls under routine and preventative maintenance.
- The contractor shall ensure that all personnel shall maintain all facilities in a clean and orderly condition and adhere to hygienic standards.
- The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.



C.3.5.9 DAMAGES TO EXISTING SERVICES

The Contractor shall repair or arrange to immediately repair any damage to the existing services at his own cost if the damage was caused by the Contractor.

C.3.5.10 EMPLOYERS' RESPONSIBILITIES

The Employer will be responsible for the following:

- Providing utilities (water and electricity)
- Paying of salaries for existing municipal staff.
- Providing of site security and access.
- Large maintenance/refurbishment/upgrade projects.
- The Employer shall have weekly compliance samples analysed at an accredited laboratory. The results from these analyses shall be final and binding.

The Employer will also be responsible for the following, unless for some reason the employer can't supply any of these, the contractor, with approval from the Employer, shall then be required to supply the item with a 10% markup:

- General corrective maintenance of equipment that require replacement parts.
- Supplying of consumables (such as polyelectrolytes and other chemicals) required for the treatment processes.
- Supplying of Diesel.
- General housekeeping.
- Supply and removal of skips at the Inlet works and dewatering building. (Sludge & solid waste)
- Carrying out compliance sample analysis.
- For collecting all samples for testing (excl. the functions of the Contractor's Lab Tech)
- Providing of spare or replacement parts not included in the maintenance procedure Manual.
- Providing of site security and access.

C3.5.11 MEASUREMENT AND PAYMENT

- Refer to Part C2.1 Pricing Instructions.
- This is a re-measurable contract and the quantities (number of staff) can be increased or decreased upon approval between Contracts Manager and the Municipal Project Manager.
- It should be noted that staff can also be moved around on the different WWTW as required.
- Should it be required that staff must be decreased, the Manager Waste Water must notify the Contractor timeously so that the Contractor can issue his/her employees with a one (1) month notice.
- Variation orders – Should requirements of any nature occur that require the qualifications or level of supervision be increased or decreased, the Contracts Manager and Project Manager from the Municipality can affect those amendments should it have no change in the Contract amount.



Part C4 SITE INFORMATION

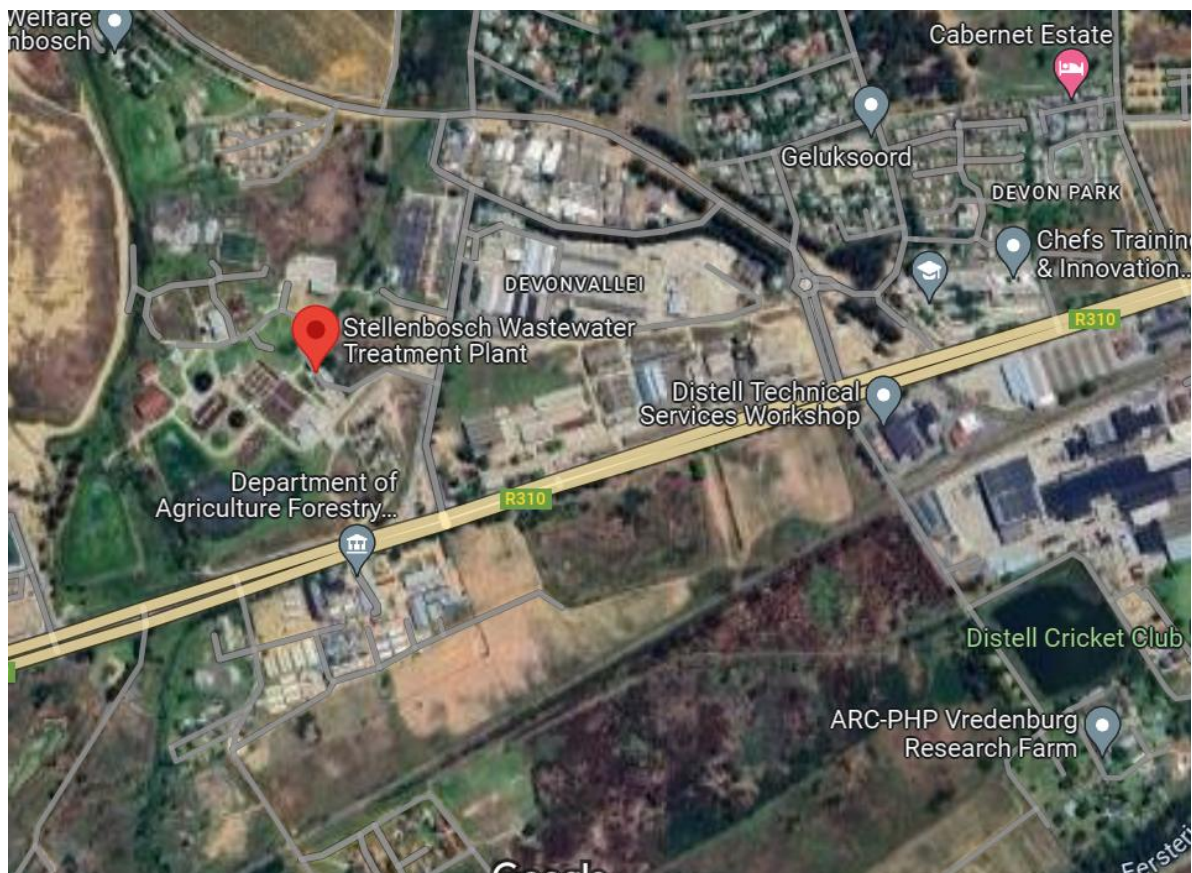
C4.1 SITE LOCATION

The documentation included in this section describes the site as at the time of the tender, to enable the tenderer to price his tender.

STELLENBOSCH MUNICIPALITY

OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029

CONTRACT NO.: BSM 19/27



STELLENBOSCH WWTW Co-ordinates:

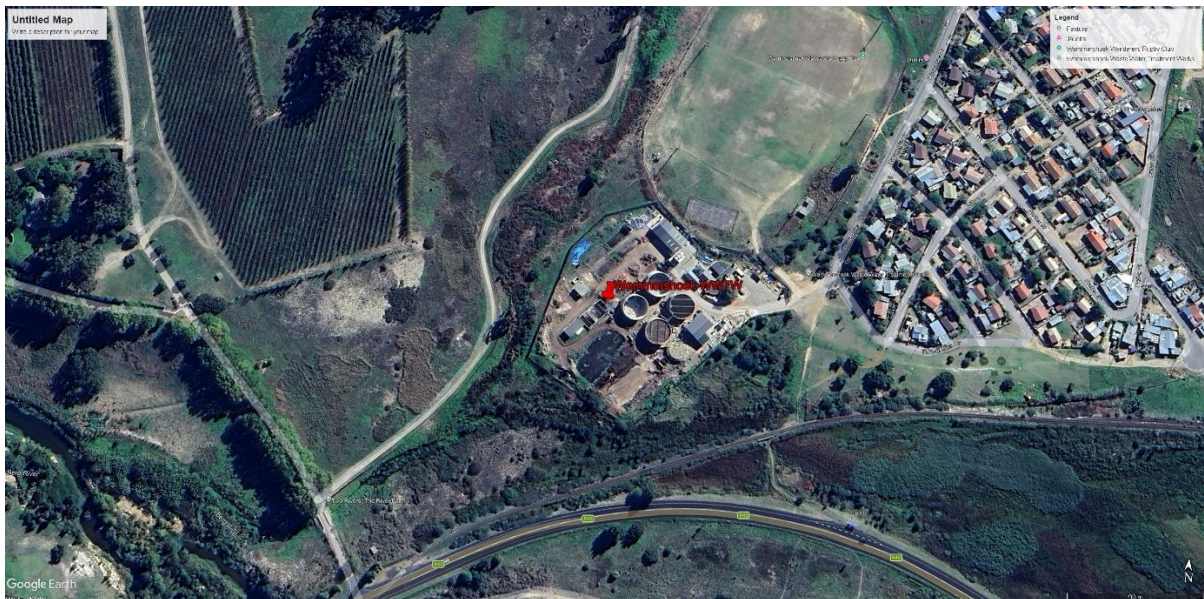
33° 56' 38.9"S - 18° 49' 30.8"E



STELLENBOSCH MUNICIPALITY

**OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND
PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**

CONTRACT NO.: BSM 19/27



WEMMERSHOEK WWTW Co-ordinates:

33° 52' 31.29"S - 19° 2'1046"E



STELLENBOSCH MUNICIPALITY

**OPERATION AND MAINTENANCE MANAGEMENT OF THE STELLENBOSCH, WEMMERSHOEK AND
PNIEL WASTEWATER TREATMENT UNTIL 30 JUNE 2029**

CONTRACT NO.: BSM 19/27



PNIEL WWTW Co-ordinates: 33° 54' 14.88"S - 18° 57'33.71"E



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				