

**BID NOTICE**

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BID B/SM 101/23: OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS ENDING 30 JUNE 2026**

TENDER NUMBER: **B/SM 101/23**  
DESCRIPTION: **OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS ENDING 30 JUNE 2026**

The contract involves the operation, maintenance and management of the Pniel WWTW on behalf of Stellenbosch Municipality. The contract will run for a period of 34 months, where the contractor will be responsible for the operation, management and providing routine maintenance to 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: **3 July 2023**  
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom**

**INFORMATION:**

**Tender Specifications:** Wade van der Merwe at: **021 808 8747**; email: [Wade.vandermerwe@stellenbosch.gov.za](mailto:Wade.vandermerwe@stellenbosch.gov.za)  
**SCM Requirements:** Gerald Kraukamp at: **021 808 8519**; email: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)

**Office hours for collection 08:00-15:00**

Tender documents must be collected 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 **14 June 2023 at 10h00**, where the tenderers will meet at the Pniel Waste Water 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' 12.05"S - 18° 51' 43.30"E  
Pniel WWTW Co-ordinates: 33° 54' 14.076"S - 18° 57' 38.466"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 "**B/SM 101/23 OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS ENDING 30 JUNE 2026**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not **accompanied** by a complete Tender document, will not be considered.

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

The preferential points system applied is as follows:

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

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](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R413.00 per document**.*

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

G Mettler (Ms)  
**MUNICIPAL MANAGER**



## BID KENNISGEWING

### STELLENBOSCH MUNISIPALITEIT NOOI U HIERMEE UIT OM TE TENDER VIR B/SM 101/23: BEDRYF VAN DIE PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2026

TENDERNOMMER: **B/SM 101/23**

BESKRYWING: **BEDRYF VAN DIE PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2026**

Die kontrak behels die bedryf, instandhouding en bestuur van die Pniel WWTW namens Stellenbosch Munisipaliteit. Die kontrak sal vir 'n tydperk van drie jaar strek, waar die kontrakteur verantwoordelik sal wees vir die bedryf, bestuur en die verskaffing van roetine-instandhouding aan Pniel-afvalwatersuiweringswerke. 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 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:** 3 July 2023

**SLUITINGS TYD:** 12h00: Tender sal oopgemaak word in die Raadsale of Voorsieningskanaalbestuur Raadsaal

**NAVRAE:**

**Tenderspesifikasies:** Wade van der Merwe by: 021 808 8747; email: [Wade.vandermerwe@stellenbosch.gov.za](mailto:Wade.vandermerwe@stellenbosch.gov.za)

**SCM Vereistes:** Gerald Kraukamp by: 021 808 8519; e-pos: [gerald.kraukamp@stellenbosch.gov.za](mailto:gerald.kraukamp@stellenbosch.gov.za)

**Kantoorure** (08h30-16h00)

#### Verpligte toeligtingsvergadering:

'n Verpligte tenderinligtingsvergadering en terreininspeksie sal op **14 Junie om 10h00** gehou word, waar die tenderaars by die Pniel-afvalwatersuiweringswerke sal vergader vir 'n bespreking oor die tender, prosedures en omvang van die werke. Die bywoningstifikaat 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. Tenderaars moet by die ophelderingsvergadering verteenwoordig word deur 'n persoon wat toepaslik gekwalifiseer en ervare is om die implikasies van die betrokke werk te begryp.

Munisipale Kantoorcoördinate: 33° 56' 12.05"S – 18° 51' 43.30"E

Pniel WWTW-koördinate: 33° 54' 14.076"S 18° 57' 38.466"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. Verseëde tenders, met **"B/SM 101/23: BEDRYF VAN DIE PNIEL AFVALWATERBEHANDELINGSWERKE EINDIGEND 30 JUNIE 2026"** 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 voltooid 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, 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 voorkeerpuntstelsel wat toegepas word, is soos volg:

<b>Prys</b>	<b>80</b>
<b>B-BSEB-statusvlak van bydrae</b>	<b>20</b>
<b>Totale punte vir Prys en B-BBEE</b>	<b>100</b>

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 verseëde koevert wees wat duidelik gemerk is met die Tendernommer, 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](http://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 R413.00 per dokument.

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

G Mettler (Me)

**MUNISIPALE BESTUURDER**



**TENDER NO.: B/SM 101/23**

**OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS ENDING 30  
JUNE 2026**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (refer to page 116):</b>	
<b>BBBEE LEVEL</b>	

**JUNE 2023**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING  
SPECIFICATIONS:**

**Wade van der Merwe  
Manager Wade van der  
Merwe**

Manager: Development  
Services, Asset Management  
and Systems & Project  
Management Unit (PMU)

Tel. Number: 021 808 8747



## TENDER NOTICE & INVITATION TO TENDER

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

G Mettler (Me)  
**MUNISIPALE BESTUURDER**





**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	<b>B/SM 101/23</b>	CLOSING DATE:	<b>3 July 2023</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS ENDING 30 JUNE 2026				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER	.....		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Wade van der Merwe
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021808 8747
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:Wade.Vandermerwe@stellenbosch.gov.za">Wade.Vandermerwe@stellenbosch.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Gerald.Kraukamp@stellenbosch.gov.za">Gerald.Kraukamp@stellenbosch.gov.za</a>		





**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

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

DATE:

.....



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



## 2.CHECKLIST

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

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



### 3. CLARIFICATION MEETING CERTIFICATE

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

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

*NB: Please note that no latecomers will be allowed.*

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



#### 4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

##### 2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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





### 3. PARTNERSHIP

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

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

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

### 4. CONSORTIUM

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

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

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



## 5.CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



## 6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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



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

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

## **9. Packing**

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

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

## **10. Delivery**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental**

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

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

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

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

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

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

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



#### 14. Spare parts

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

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

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

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

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

#### 15. Warranty

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

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

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

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

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

#### 16. Payment

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

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

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

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

#### 17. Prices

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

#### 18. Variation orders

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

#### 19. Assignment





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

## **20. Subcontracts**

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**



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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. Limitation of liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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




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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

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

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

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

*General Conditions of Contract (revised July 2010)*



## 7. GENERAL CONDITIONS OF TENDER

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

### PLEASE NOTE:

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



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

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

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

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

## **9 Service Level Agreement**

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

## **10 Inclusion as a standard clause in the tender specification documents where any asset is constructed.**

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

## **11 Centralised Supplier Database**

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

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

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





### 8.MBD 4 – DECLARATION OF INTEREST

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

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

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				

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

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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





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



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

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

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

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


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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and BBEE (must not exceed 100)</b>	<b>100</b>

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

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

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



## 2. DEFINITIONS

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

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

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

#### 4.3 **POINTS AWARDED FOR PRICE**

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

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

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

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

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

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

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

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

<b>B-BBEE</b>	<b>Status</b>	<b>Number of Points</b>	<b>Number of Points for</b>
Reference No:	B/SM 101/23		Page 33 of 138



Level of Contributor	for Preference System	80/20 Points	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	5
Outside of the boundaries of the municipality	0	0

## 6. BID DECLARATION

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

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

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





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(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)

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

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



9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

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

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

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

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

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

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



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

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

**PLEASE COMPLETE IN FULL TO CLAIM POINTS**

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

\_\_\_\_\_  
 I, the undersigned,



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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>



3. I hereby declare under Oath that:

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

**NB!**

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

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

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

**NB! ORIGINALLY CERTIFIED/ NOT COPY**

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

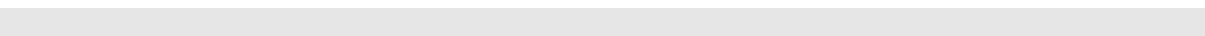
Date:



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

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

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



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

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

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





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

## 5. CERTIFICATION

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

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

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



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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

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

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

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



- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
  7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - 7.1. prices;
    - 7.2. geographical area where product or service will be rendered (market allocation)
    - 7.3. methods, factors or formulas used to calculate prices;
    - 7.4. the intention or decision to submit or not to submit, a bid;
    - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
    - 7.6. bidding with the intention not to win the bid.
  8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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



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

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

**NOTE:**

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

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



**15.FORM OF INDEMNITY**

**INDEMNITY**

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

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

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

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



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





## 16.SPECIFICATIONS

### INTRODUCTION

The Pniel Wastewater Treatment Works is owned by Stellenbosch Municipality. The Pniel WWTW is located approximately 10 kilometres northeast of Stellenbosch City Centre. The Works is surrounded by agricultural farmlands and discharges into the Dwarsrivier which is an environmentally sensitive water body as classified in terms of Section 39 of the National Water Act of 1998. Refer to the Locality Plan attached in Part C4.1 of the Tender Document.

Pniel WWTW was recently upgraded and completed (which included Civil, Mechanical and Electrical upgrades) in April 2023 to 4.5 ML/D. The Employer appointed Zutari to undertake the detailed design of the infrastructure associated to the upgrade of Pniel WWTW. Currently, it is operated, maintained, and managed by a private contractor. Pniel WWTW consists of the following processes:

a) Inlet works:

Mechanical front raked and hand-raked bar screens at the inlets which includes 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

Two 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) Biological reactor:

Consist of surface-mounted axial flow vertical shaft mixers, fine bubble diffused aeration system complete with blowers and valves and recirculation pumps in the biological reactor. The Contractor under this contract will not be responsible for maintaining the blowers. This will be done by the Employers service provider. The Contractor however will be responsible for cleaning of the blower filters or replacing with new. These costs must be allowed for in their tender price under operation and maintenance of process units in the BOQ. (Item 2)

c) Two SSTs

d) RAS Pumpstation

e) WAS Pumpstation

f) Dewatering building:

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



Consist of dewatering equipment (belt presses and linear screens), poly dosing equipment, pumping equipment, valves, pipework, etc. The Contractor under this contract be responsible for maintaining and greasing the rollers. Checking the oil of the hydraulic pack and inspection of the scrappers and belts. These costs must be allowed for in their tender price under operation and maintenance of process units in the BOQ. (Item 2) Major services will be done by the Employers service provider.

g) Aerobic Digester:

Consist of two fixed aerators and a floating aerator.

h) Sludge drying beds

i) UV/Washwater Building:

Consist of closed vessel UV units and Washwater pumps.

The Contractor under this contract will not be responsible for maintaining the UV units. This will be done by the Employers service provider. The contractor will be required to operate the UV units and keep it in functional condition and report any issues to the Manager of Stellenbosch Municipality.

Stellenbosch Municipality intends to appoint a Contractor for a period of 34 Months to undertake the Operation and Maintenance of the Works which comprises of the abovementioned process units. Volume 3 comprises of the drawings for the upgraded Wastewater works which provides more detail to the Scope of Works.

### 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.

#### 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.

#### DRAWINGS PREPARED BY THE EMPLOYER

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



The following drawings are applicable to the Wastewater Works and will form part of the Contract Documents as Volume 3.

DRAWING NUMBER	DRAWING TITLE
<b>A. GENERAL DRAWINGS</b>	
501760-0000-DRG-CC-000	Drawing Index
501760-0000-DRG-CC-001	Pniel WWTW: Existing Site Layout
501760-0000-DRG-CC-002	Pniel WWTW: New Site Layout
501760-0000-DRG-CC-003	Pniel WWTW: Phasing of Extension of works
501760-0000-DRG-CC-004	Pniel WWTW: Existing Services and Survey
501760-0000-DRG-CC-005	Pniel WWTW: Site Plan: Setting Out Details of Extension
T1245-00-001	Pniel WWTW: Process and Instrumentation Diagram – Inlet Works
T1245-00-002	Pniel WWTW: Process and Instrumentation Diagram – SSTs, Reactor and RAS PS
T1245-00-003	Pniel WWTW: Process and Instrumentation Diagram - Dewatering
501760-0000-DRG-CC-007	Pniel WWTW: Process Flow Diagram - Liquid Stream
501760-0000-DRG-CC-008	Pniel WWTW: Process Flow Diagram - Sludge Stream
501760-0000-DRG-CC-009	Pniel WWTW: Hydraulic Profile Diagram (Liquid Stream)
501760-0000-DRG-CC-010	Pniel WWTW: Hydraulic Profile Diagram (Sludge Stream)
501760-0000-DRG-CC-011	Pniel WWTW: Site Demolition Plan
501760-0000-DRG-CC-012	Pniel WWTW: Existing and Temporary Services to be Removed
501760-0000-DRG-CC-013	Pniel WWTW: Washwater & Treated Effluent Network: Layout
501760-0000-DRG-CC-014	Pniel WWTW: Washwater & Treated Effluent Network: Details
501760-0000-DRG-CC-015	Pniel WWTW: Potable Water Network: Layout
501760-0000-DRG-CC-016	Pniel WWTW: Potable Water Network: Details
501760-0000-DRG-CC-017	Pniel WWTW: Ducts Layout
<b>B. BULK EARTHWORKS</b>	
501760-0000-DRG-CC-100	Pniel WWTW: Berm Layout
<b>D. CONCRETE STRUCTURES AND BUILDING WORK</b>	
501760-0000-DRG-CC-300	Inlet Works: 3D Views
501760-0000-DRG-CC-301	Inlet Works: General Arrangement
501760-0000-DRG-CC-302	Inlet Works: Base Slabs and Footing Setting out Dimensions
501760-0000-DRG-CC-303	Inlet Works: Sections Views

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



DRAWING NUMBER	DRAWING TITLE
501760-0000-DRG-CC-304	Inlet Works: Plan, Section and Details
501760-0000-DRG-CC-305	Inlet Works: Stormwater and Manhole Detail
501760-0000-DRG-CC-306	Inlet Works: Handrailing and Electrical Cable Sleeves Layout Detail
501760-0000-DRG-CC-307	Inlet Works: Elevations
501760-0000-DRG-CC-308	Inlet Works: Crawl Beam Detail
501760-0000-DRG-CC-310	Biological Reactor: 3D Views
501760-0000-DRG-CC-311	Biological Reactor: General Arrangement
501760-0000-DRG-CC-312	Biological Reactor: Subsoil Drainage Layout
501760-0000-DRG-CC-313	Biological Reactor: Foundation Layout
501760-0000-DRG-CC-314	Biological Reactor: Plan section details Sheet 1 of 2
501760-0000-DRG-CC-315	Biological Reactor: Plan section details Sheet 2 of 2
501760-0000-DRG-CC-316	Biological Reactor: Elevations
501760-0000-DRG-CC-317	Biological Reactor: Handrailing and Cable Sleeves Layout
501760-0000-DRG-CC-320	Machine Building and UV Building: 3D Views
501760-0000-DRG-CC-321	Machine Building and UV Building: General Arrangement
501760-0000-DRG-CC-322	Machine Building and UV Building: Foundation Layout
501760-0000-DRG-CC-323	Machine Building and UV Building: Section and Details 1
501760-0000-DRG-CC-324	Machine Building and UV Building: Section and Details 2
501760-0000-DRG-CC-325	Machine Building and UV Building: Elevations
501760-0000-DRG-CC-330	SST: 3D Views
501760-0000-DRG-CC-331	SST: General Arrangement
501760-0000-DRG-CC-332	SST: Section and Details
501760-0000-DRG-CC-335	Aerobic Digester: 3D Views
501760-0000-DRG-CC-336	Aerobic Digester: General Arrangement
501760-0000-DRG-CC-337	Aerobic Digester: Subsoil Drainage Layout Details
501760-0000-DRG-CC-338	Aerobic Digester: Foundation Layout
501760-0000-DRG-CC-339	Aerobic Digester: Plan View and Sections
501760-0000-DRG-CC-340	Aerobic Digester: Sections and Details
501760-0000-DRG-CC-341	Aerobic Digester: Handrailing and Cable Sleeves Layout
501760-0000-DRG-CC-342	Aerobic Digester: Elevations
501760-0000-DRG-CC-343	Aerobic Digester: Staircase Sections and Details
501760-0000-DRG-CC-345	Dewatering Building: 3D Views
501760-0000-DRG-CC-346	Dewatering Building: Foundation Layout
501760-0000-DRG-CC-347	Dewatering Building: Ground Floor Plan, Sections & Details
501760-0000-DRG-CC-348	Dewatering Building: Surface Beds, Upper Deck Slab and Joint Details

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501760-0000-DRG-CC-349	Dewatering Building: Elevations
501760-0000-DRG-CC-350	Dewatering Building: Electrical Cable Sleeves Layout Details
501760-0000-DRG-CC-351	Ironmongery Schedule: Machine Building and Dewatering Building
501760-0000-DRG-CC-355	Ancillary Structures: Details of Flow Division & Collection Chambers
501760-0000-DRG-CC-356	Ancillary Structures: WAS Valve Chamber (WS01)
501760-0000-DRG-CC-360	Generator Building: Plan Views
501760-0000-DRG-CC-361	Generator Building: Sections, Elevations & Details
501760-0000-DRG-CC-362	Modifications to Existing Biological Reactor: Details of Demolishment
501760-0000-DRG-CC-363	Modifications to Existing Biological Reactor: 3D Views
501760-0000-DRG-CC-364	Modifications to Existing Biological Reactor: General Arrangement & Elevations
501760-0000-DRG-CC-365	Modifications to Existing Biological Reactor: Pump stations & Sections
501760-0000-DRG-CC-366	Modifications to Existing Biological Reactor: Foundation Joint Layout
501760-0000-DRG-CC-367	Modifications to Existing Biological Reactor: Handrailing and Cable Sleeves Layout
501760-0000-DRG-CC-368	Modifications to Existing Biological Reactor: Joint Layout
501760-0000-DRG-CC-369	Modifications to Existing Biological Reactor: Details of Demolishment
501760-0000-DRG-CC-370	Modifications to Existing SST: Plans, Sections & Details
501760-0000-DRG-CC-371	Modifications to Existing SST: Plans, Sections & Details
501760-0000-DRG-CC-372	Modifications to Existing Maturation Ponds: Plans, Sections & Details
501760-0000-DRG-CC-374	Details of Sludge Valve Chambers
501760-0000-DRG-CC-375	Modifications to Existing Sludge Holding Tank - Diesel Bund
501760-0000-DRG-CC-382	Gabion Outlet Structure (Pipeline TE08)
501760-0000-DRG-CC-383	Gabion Outlet Structure (Pipeline TE11)
501760-0000-DRG-CC-385	UV Building: 3D Views
501760-0000-DRG-CC-386	UV Building: General Arrangement
501760-0000-DRG-CC-387	UV Building: Foundation Layout
501760-0000-DRG-CC-388	UV Building: UV Mechanical Layout
501760-0000-DRG-CC-389	UV Building: Section And Details 1
501760-0000-DRG-CC-390	UV Building: Section And Details 2

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DRAWING NUMBER	DRAWING TITLE
501760-0000-DRG-CC-391	UV Building: Elevations
501760-0000-DRG-CC-395	RAS and WAS Pump Station: 3D Views
501760-0000-DRG-CC-396	RAS and WAS Pump Station: General Arrangement
501760-0000-DRG-CC-397	RAS and WAS Pump Station: Sections
501760-0000-DRG-CC-398	RAS and WAS Pump Station: Elevations
501760-0000-DRG-CC-399	RAS and WAS Pump Station: Cable Sleeve Layout
<b>F. PROCESS PIPELINES</b>	
501760-0000-DRG-CC-500	Process Pipework Layout
501760-0000-DRG-CC-501	Pipe Longsections: Pipeline (RS01 & RS02A)
501760-0000-DRG-CC-502	Pipe Longsections: Pipeline (RS02)
501760-0000-DRG-CC-503	Pipe Longsections: Pipeline (ML01)
501760-0000-DRG-CC-504	Pipe Longsections: Pipeline (ML02)
501760-0000-DRG-CC-505	Pipe Longsections: Pipeline (ML03 & ML04)
501760-0000-DRG-CC-506	Pipe Longsections: Pipeline (ML05)
501760-0000-DRG-CC-507	Pipe Longsections: Pipeline (ML06 & ML06A)
501760-0000-DRG-CC-508	Pipe Longsections: Pipeline (ML07)
501760-0000-DRG-CC-509	Pipe Longsections: Pipeline (TE01, TE02 & TE03)
501760-0000-DRG-CC-511	Pipe Longsections: Pipeline (TE05 & TE06)
501760-0000-DRG-CC-512	Pipe Longsections: Pipeline (TE07)
501760-0000-DRG-CC-513	Pipe Longsections: Pipeline (TE08)
501760-0000-DRG-CC-514	Pipe Longsections: Pipeline (SS01 & SS02)
501760-0000-DRG-CC-515	Pipe Longsections: Pipeline (SS03)
501760-0000-DRG-CC-516	Pipe Longsections: Pipeline (WS01 & WS02A)
501760-0000-DRG-CC-517	Pipe Longsections: Pipeline (WS02)
501760-0000-DRG-CC-518	Pipe Longsections: Pipeline (WS03 & WS04)
501760-0000-DRG-CC-519	Pipe Longsections: Pipeline (SR01, SR02, SR03 & SR04)
501760-0000-DRG-CC-520	Pipe Longsections: Pipeline (SR05, SR06, SR07 & SR08)
501760-0000-DRG-CC-521	Pipe Longsections: Spillback Pipeline
501760-0000-DRG-CC-522	Pipe Longsections: Pipeline (TE11)
501760-0000-DRG-CC-523	Pipe Longsections: Stormwater Drainage Pipe
<b>G. ROADS, STORMWATER</b>	
501760-0000-DRG-CC-600	Pniel WWTW: Roads Layout and Setting Out Data (Option 1)
501760-0000-DRG-CC-601	Pniel WWTW: Contour Plan
501760-0000-DRG-CC-602	Pniel WWTW: Roads Longitudinal Profile
501760-0000-DRG-CC-603	Pniel WWTW: Stormwater Drainage Layout (Option 1)
501760-0000-DRG-CC-604	Pniel WWTW: Northern Access Road Extension

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DRAWING NUMBER	DRAWING TITLE
<b>H. ELECTRICAL BUILDING DRAWINGS</b>	
501760-0000-DRG-EL-003	Street and Area Lighting layout
501760-0000-DRG-EL-004	Machine Building - Small Power Electronic Services Layout
501760-0000-DRG-EL-005	Machine Building: Lighting Layout
501760-0000-DRG-EL-006	Dewatering Building - Small Power & Electronic Services Layout
501760-0000-DRG-EL-007	Dewatering Building - Lighting Layout
501760-0000-DRG-EL-008	Admin Building - Small Power & Electronic Services Layout
501760-0000-DRG-EL-009	Admin Building - Lighting Layout
501760-0000-DRG-EL-012	UV Building Basement - Small Power & Electronic Services Layout
501760-0000-DRG-EL-013	UV Building Ground Floor - Small Power & Electronic Services Layout
501760-0000-DRG-EL-014	UV Building Basement- Lighting Layout
501760-0000-DRG-EL-015	UV Building Ground Floor- Lighting Layout
501760-0000-DRG-EL-019	UV Building Single Line Diagram DB-UV
501760-0000-DRG-EL-020	Machine Building Single Line Diagram DB-MB
501760-0000-DRG-EL-021	Dewatering Building Single Line Diagram DB-DW
501760-0000-DRG-EL-022	Admin Building Single Line Diagram DB-ADM
501760-0000-DRG-EL-024	Street and Area Lighting Single Line Diagram Kiosk 1
501760-0000-DRG-EL-025	Street and Area Lighting Single Line Diagram Kiosk 2
501760-0000-DRG-EL-031	CCTV Site Layout

## 1. PROCUREMENT 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.

### PREFERENTIAL PROCUREMENT

Tenders will be evaluated in terms of the Municipality's Supply Chain Management Policy.

### SUBCONTRACTING

### 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:

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Utilize the municipality tenders wherever possible as the primary option.

Where monetary allowances for provisional sums or prime costs items have been allowed and the monetary allowance is less than **R30 000** incl vat, the Contractor shall invite three quotations from suitably qualified subcontractors, etc. for the required scope of works. The selection of the Subcontractors, etc. shall be approved by the Municipality SCM process.

Where monetary allowances for provisional sums or prime cost items have been allowed and the monetary allowance is greater than **R30 000**, an open tender process will have to be followed in respect of a subcontractor for this work, unless otherwise advised and approved by the Municipality. In such cases where a tender process is to be followed, the tender will be issued by the Municipality on behalf of the Contractor.

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

## MANAGEMENT

### 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.

### 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.

### 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:

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.

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.

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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.

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 occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

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.

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.

#### 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.

As the Works are on operating pump station sites, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

#### 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:*

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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;

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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;

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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.

## 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.

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## OPERATION SPECIFICATION

### 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.

### OPERATION AND MAINTENANCE

The contractor from the effective date shall operate, manage and carry out routine maintenance for the entire wastewater treatment works including all assets for 8-hour day shifts which begin at 08h00 and ends at 16h00, 7 days a week 365 days per year, for the full duration of the contract. The Municipality will provide all Operational and Maintenance manuals for the treatment works to the service provider.

### CONTRACTOR'S EXPERIENCE

The Contractor shall have at least 5 years verifiable experience operating, maintaining, and managing similar size Wastewater Treatment Works (local and/or international).

Relevant experience refers to experience with mechanical, electrical and electrical components of a wastewater treatment works and a good knowledge of the process control and operation.

### CONTRACTOR'S PERSONNEL

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

A Project Manager with at least 5 years operation, maintenance and management experience at a similar sized Wastewater Treatment Works.

A Class IV Process Controller with at least 5 years operation and management experience at a similar sized Wastewater Treatment works.

A Class III Process Controller with at least 5 years operation experience at a similar sized Wastewater Treatment works.

A Millwright appointed by the contractor with at least 5 years repairs and maintenance experience or a fitter with 10 years' experience.

### 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

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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 and degritting

Biological reactor including sludge wasting, recycle pumps, mixers and fine bubble diffused aeration including blowers.

Secondary settling tanks

RAS/WAS pump station

Aerobic digester

Sludge dewatering

UV disinfection

The Contractor under this contract will not be responsible for maintaining the UV units. This will be done by the Employers service provider. The contractor will be required to operate the UV units and keep it in functional condition and report any issues to the Manager of Stellenbosch Municipality

Washwater pump station

MCC's

SCADA

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

The Contractor shall have a call-out system to respond to events that happen outside normal working hours.

The contractor shall have a person on standby to attend to any events on site that happen outside the normal work hours.

If the Employer requires the works to be run for 8 hours or more per day for the remaining duration of

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the contract, the contractor will be required to make the necessary arrangements to facilitate this. The hourly labour rates in Bill A of the Bill of Quantities will be used to compensate the Contractor for any work undertaken over and above 8 hours per day.

The contractor shall operate and manage assets in accordance with the design criteria and in accordance with the O&M manuals.

The contractor shall be compliant with the Department of Water and Sanitation requirements with respect to quality of final effluent and sludge.

Business activities will be conducted in a way that ensures the Municipality does not suffer reputation loss.

The contractor shall comply with all legislative requirements (including risk, health and safety, and environment) necessary to operate and manage the WWTW.

The contractor shall be responsible for its own accounting, financial management and budgeting.

The contractor shall be committed to cost minimization approach at all times.

The contractor shall closely monitor the usage of utilities (water and electricity) and optimize and reduce their usage where possible.

The contractor shall operate the works in a manner that minimizes any nuisance (such as odours and noise) to the public.

The contractor shall be required to provide a work skills plan which will be updated annually.

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

Calibrate and set flow measuring to ensure specified hydraulic loading rates on downstream process units

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.

Record operating hours and kW-hours of all mechanical equipment

Check operation of all valves and sluice gates

Ensure that all mechanical, electrical and electronic equipment is operated and performing in accordance with the specifications.

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

## OPERATION AND 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 maintenance inspections, and when required, carry out the necessary maintenance services when and as required. The Contractor will also be required to carry out breakdown maintenance. During equipment malfunction, or breakdown, the Contractor will use the necessary means to diagnose the problem and provide for the necessary corrective maintenance to repair the equipment. The contractor shall provide all the necessary equipment and tools required for any maintenance services. 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. Maintenance duties shall apply to the following process units (in its entirety):

Inlet Works: Screening and degritting

Biological reactor including sludge wasting, recycle pumps, mixers and fine bubble diffused aeration, including blowers. The Contractor under this contract will not be responsible for maintaining the blowers. This will be done by the Employers service provider. The Contractor however will be responsible for cleaning of the blower filters or replacing with new. These costs must be allowed for in their tender price under operation and maintenance of process units in the BOQ. (Item 2)

Secondary settling tanks

RAS/WAS pump station

Aerobic digester

Sludge dewatering

UV disinfection

Washwater pump station

MCC's

SCADA

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

Log all routine preventative and repair maintenance inspections, and routine maintenance services

Log all maintenance calls for faulty equipment, detailing the diagnosis and corrective maintenance service requirements

Calibrate and set flow measuring equipment to ensure accurate flow data.

The contractor shall be skilled in predictive maintenance and conditional monitoring of assets.

The Contractor shall be responsible for carrying out routine maintenance as specified by the O&M manuals.

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.

The Contractor shall be required to log all maintenance calls for faulty equipment, detailing the diagnosis and corrective maintenance service requirements.

The Contractor shall be required to attend to emergency repairs, with approval from the Employer,

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.

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:

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Consumables required for maintenance works not included in the 36 Months Maintenance procedure (C.3.6) manual, shall be provided by the Employer under there available tenders.

Spares and replacements shall be provided and or procured by the Employer through their available tenders or from the municipality spares store on request.

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.

#### OPERATIONAL REPORTING

At 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. 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	<ul style="list-style-type: none"> <li>• Environmental and/ or Emergency Report</li> <li>• Uncontrollable Circumstances Report</li> </ul>	By close of business
Weekly, inter alia	<ul style="list-style-type: none"> <li>• Final effluent</li> <li>• Flows, (daily and averaged for the week)</li> <li>• Daily analysis on Plant performance to be included</li> <li>• Process Unit Operation performance</li> <li>• Recording of equipment running hours</li> <li>• Maintenance undertaken</li> </ul>	Every Friday
Monthly Report detailing amongst others	<ul style="list-style-type: none"> <li>• Operation Report</li> <li>• Performance Guarantee Report</li> </ul>	No later than seven (7) days after the end of each Month

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	<ul style="list-style-type: none"> <li>• Payment certificate and Tax Invoice</li> <li>• Risk Report</li> </ul>	
Quarterly report summarizing	<ul style="list-style-type: none"> <li>• Performance Guarantee Report</li> <li>• Operations Report</li> <li>• Performance Report</li> </ul>	Every 15th of April, July, October and January
Semi-Annually	<ul style="list-style-type: none"> <li>• In addition to the reports for the quarterly report, this report will include:</li> <li>• Flow meter</li> <li>• Calibration reports where required</li> </ul>	Every 15th of July and January
Annually	<ul style="list-style-type: none"> <li>• Annual Operation and Maintenance Report</li> <li>• Annual Performance Guarantee Report</li> <li>• Annual Inspection Report</li> </ul>	No later than thirty (30) days after 30 June

### C3.5.7 INCORPORATION OF EXISTING STAFF

The Contractor shall be required to incorporate the Municipalities staff on the works and shall provide the required operation and maintenance training to the staff if required. Current staff is 1 x General worker and 1 x Class III process controller.

### 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:

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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.

#### 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.

#### EMPLOYERS' RESPONSIBILITIES

The Employer will be responsible for the following:

Providing utilities (water and electricity)

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 & waste)

Carrying out compliance sample analysis.

For collecting all samples for testing

Providing of spare or replacement parts not included in the maintenance procedure Manual.

Large maintenance projects.

The Employer shall have weekly compliance samples analysed at an accredited laboratory. The results from these analyses shall be final and binding.

Paying of salary for existing staff.

Providing of site security and access.

If for some reason the employer can't supply any of these, the contractor with approval from the Employer will be required to get three quotations from different suppliers. The contractor shall then be required to supply the item with a 10% markup.

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### LUBRICATION LOG

A lubrication log should be kept which details all oil and greasing operations, dates, quantities and observations.

**IMPORTANT !!** Before commencing lubrication of any item, the operator should familiarise himself with the lubrication requirements and instructions contained in the respective maintenance instructions.

### SAFETY PRECAUTIONS

To ensure a safe working environment, the following rules should always be adhered to:

- Familiarize yourself with the equipments Operations and Maintenance Manual. Ensure that all safety precautions are adhered to. If in doubt, consult the referenced Manuals.
- Ensure that personnel are qualified to work on the equipment.
- Switch off equipment and disconnect or lock out the power source, or take other action to ensure that the equipment will remain inoperative.
- Let equipment cool down before attempting corrective action.
- Always ensure that equipment is completely depressurized, before attempting any maintenance work.

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## SECTION 3.2 – LUBRICATION SCHEDULES

### SECTION CONTENT LIST

SECTION	DESCRIPTION
3.2.1	INLET WORKS EQUIPMENT
3.2.2	BIOLOGICAL REACTOR
3.2.3	RAS & WAS PUMPSTATION EQUIPMENT
3.2.4	SST's EQUIPMENT
3.2.5	UV BUILDING & WASHWATER EQUIPMENT
3.2.6	DEWATERING

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### SECTION 3.2.1 – LUBRICATION SCHEDULES INLET WORKS EQUIPMENT

SLUICE GATES			
Component	Manufacturer	Oil	Grease
ACTUATOR	Shell	N/A	Alvania 1029
FOR LUBRICATION OF THE SLUICE GATE ACTUATOR, REFER TO PAGE 1 OF 3 AND 37 OF THE MASS PENSTOCK MANUAL (DIVIDER 4).			
MECHANICAL SCREEN			
Component	Manufacturer	Oil	Grease
GEAR UNIT	BP	Energol GR-XP 220	N/A
	Shell	Omala 220	Tivela GL 00
FOR LUBRICATION OF THE MECHANICAL SCREEN DRIVE UNIT, REFER TO PAGE 9 OF 14 AND 37 OF THE MASS MULTIRAKE BAR SCREEN & NORD DRIVE UNIT MANUAL (DIVIDER 4).			
DEGRITTER PADDLES & SKIP DOLLY DRIVES			
Component	Manufacturer	Oil	Grease
GEAR UNIT	Castrol (CLP ISO VG220)	Alpha SP 220	N/A
ROLLER BEARINGS	BP / Shell	N/A	<u>Lithium based types:</u> BP LS3 Shell Alvania R3
FOR LUBRICATION OF THE DRIVE UNITS, REFER TO PAGE 69 OF THE SIEMENS MOTOX GEARBOX MANUAL (DIVIDER 4).			
FOR LUBRICATION OF THE MOTOR UNITS, REFER TO PAGE 51 OF THE SIEMENS MOTOR MANUAL (DIVIDER 4).			
WASHER COMPACTOR			
Component	Manufacturer	Oil	Grease
GEAR UNIT	BP	Energol GR-XP 220	N/A
	Shell	Omala 220	Tivela GL 00
FOR LUBRICATION OF THE WASHER COMPACTOR DRIVE UNIT, REFER TO PAGE 8 OF 11 AND 37 OF THE MASS SCREENING WASH PRESS & NORD DRIVE UNIT MANUAL (DIVIDER 4).			

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



### SECTION 3.2.2 – LUBRICATION SCHEDULES REACTOR EQUIPMENT

A-RECYCLE & R-RECYCLE PUMPS			
Component	Manufacturer		
MOTOR	<u>Lithium based types greases:</u> BP LS3 Shell Alvania R3		
FOR LUBRICATION OF THE PUMP MOTOR, REFER TO PAGE 20 OF THE MOTORELLI MANUAL (DIVIDER 5).			
ANAEROBIC & ANOXIC MIXERS			
Component	Manufacturer	Oil	Grease
MIXER GEARBOX	-	Industrial gear oil EP220	Refer to motor data plate
FOR LUBRICATION OF THE MIXER, REFER TO THE MAXMIX MANUAL (DIVIDER 5).			

### SECTION 3.2.3 – LUBRICATION SCHEDULES RAS & WAS PUMPSTATION EQUIPMENT

RAS PUMPS	
Component	Manufacturer
PUMP BEARINGS	white mineral oil VG8 FP153C
FOR LUBRICATION OF THE PUMPS, REFER TO PAGE 22 OF THE SULZER MANUAL (DIVIDER 6).	
WAS PUMPS	
Component	Manufacturer
PUMP BEARINGS	SAE No. 30 non-detergent oil
FOR LUBRICATION OF THE PUMPS, REFER TO PAGE E-12 OF THE GORMAN RUPP MANUAL (DIVIDER 6).	

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### SECTION 3.2.4 – LUBRICATION SCHEDULES SST's EQUIPMENT

SST's			
Component	Manufacturer	Oil	Grease
GEAR UNIT	Castrol (CLP ISO VG220)	Alpha SP 220	N/A
ROLLER BEARINGS	BP / Shell	N/A	<u>Lithium based types:</u> BP LS3 Shell Alvania R3
<b>FOR LUBRICATION OF THE DRIVE UNITS, REFER TO PAGE 69 OF THE SIEMENS MOTOX GEARBOX MANUAL (DIVIDER 7).</b> <b>FOR LUBRICATION OF THE MOTOR UNITS, REFER TO PAGE 51 OF THE SIEMENS MOTOR MANUAL (DIVIDER 7).</b>			

### SECTION 3.2.5 – LUBRICATION SCHEDULES UV BUILDING & WASHWATER EQUIPMENT

WASHWATER PUMPS	
Component	Manufacturer
PUMP BEARINGS	SAE No. 30 non-detergent oil
<b>FOR LUBRICATION OF THE PUMPS, REFER TO PAGE E-15 OF THE GORMAN RUPP MANUAL (DIVIDER 8).</b>	

### SECTION 3.2.6 – LUBRICATION SCHEDULES DEWATERING EQUIPMENT

BELTPRESS	
Component	Manufacturer
BALL & ROLLER BEARING	SHELL Alvania EP2
<b>FOR LUBRICATION OF THE BELTPRESS, REFER TO PAGE 75 OF THE BELLMER MANUAL (DIVIDER 9).</b>	

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SLUDGE FEED PUMP			
Component		Manufacturer	
BALL & ROLLER BEARING		SHELL Omala 460	
FOR LUBRICATION OF THE SLUDGE FEED PUMP, REFER TO PAGE 95 OF THE NETZSCH MANUAL (DIVIDER 9).			
POLY DOSING PUMP			
Component		Manufacturer	
BALL & ROLLER BEARING		SHELL Omala 460	
FOR LUBRICATION OF THE SLUDGE FEED PUMP, REFER TO PAGE 95 OF THE NETZSCH MANUAL (DIVIDER 9).			
SKIP TROLLEY			
Component	Manufacturer	Oil	Grease
GEAR UNIT	Castrol (CLP ISO VG220)	Alpha SP 220	N/A
ROLLER BEARINGS	BP / Shell	N/A	<u>Lithium based types:</u> BP LS3 Shell Alvania R3
FOR LUBRICATION OF THE DRIVE UNITS, REFER TO PAGE 69 OF THE SIEMENS MOTOX GEARBOX MANUAL (DIVIDER 9).			
FOR LUBRICATION OF THE MOTOR UNITS, REFER TO PAGE 51 OF THE SIEMENS MOTOR MANUAL (DIVIDER 9).			

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## Mechanical Equipment Operational Schedules

### INTRODUCTION

In order to achieve effective maintenance of the plant, it must first be accepted that good housekeeping in general is the basis of good maintenance. A complete set of manufacturer's instructions pertaining to the correct operating and maintenance of each item of equipment is included in this instruction manual package, before attempting to open or service the equipment.

### GENERAL CARE AND CLEANLINESS

Regularly hose down the insides of screens and sumps as well as structures and equipment that display sludge or dirty water. Brush the walls to a level below the top watermark to ensure that no build up of material occurs. Remove and dispose of all foreign material and debris that may accumulate particularly in boxes and sumps (wind-blown paper, plastic bags, rags, etc). Clean air vents / intakes of electric motors cooling fins, etc.

### MAINTENANCE LOG

It is recommended that a log book be kept showing the following details on plant operation and maintenance:

- Inspection of all mechanical equipment.
- Maintenance and repairs.
- Lubrication inspection.

The plant log book should be carefully kept up to date and available as a reference on all aspects of plant operation and performance.

### CORROSION PROTECTION

Although the plant has been supplied with a top quality protective coating, a watchful eye must be kept for areas that start to show signs of corrosion. Affected areas must be attended to at an early stage in order to keep repair and maintenance work to a minimum. Particular attention is to be paid to areas such as crevices and joints for crevices corrosion. Paint repairs should be carried out using the same paint as the original coating. If the same product is not available the replacement product must be compatible with the original coating. In areas where it may be found to be impracticable to attempt to solve a corrosion problem by painting i.e. mating or rubbing parts it may be easier to treat these areas in a different manner such as by light lubrication with oil or grease. It should be remembered that only constant attention to the corrosion problem would ensure that the maximum life is derived from the equipment.

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

### DAILY OPERATIONAL PROCEDURES

MECHANICAL SCREEN		
ITEM	COMPONENT	CHECK
Mechanical Screen	Torque switch	Torque switch must be checked / inspected to see if there is any part broken
PLEASE REFER TO THE MASS MULTIRAKE BAR SCREEN MANUAL UNDER DIVIDER 7 ON PAGE 10 OF 14 FOR THE DAILY MAINTENANCE PROCEDURES.		
DEGRITTER PADDLES & SKIP DOLLY DRIVES		
ITEM	COMPONENT	CHECK
Degritter Paddles & Skip Dolly Drives	Gearbox	Monitor and check the geared motor for unusual noises, vibrations and changes. Refer to supplier manual section "Operation page 51".
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 7 ON PAGE 57 FOR THE DAILY MAINTENANCE PROCEDURES.		
ANAEROBIC MIXERS & ANOXIC MIXERS		
ITEM	COMPONENT	CHECK
Anaerobic Mixers & Anoxic Mixers	Gearbox	Monitor and check the geared motor for unusual noises, vibrations and changes. Refer to supplier manual section "Operation page 51".
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 11 ON PAGE 57 FOR THE DAILY MAINTENANCE PROCEDURES.		
BLOWERS		
ITEM	COMPONENT	CHECK
Blowers	Motor and coupling	Visually inspect the motor and coupling. Check if abnormal noises, vibrations, excessive heating, wear signs, misalignment or damaged parts are noticed. Replace the damaged parts as required.
PLEASE REFER TO THE WEG MOTOR MANUAL UNDER DIVIDER 11 ON PAGE 99 FOR THE DAILY MAINTENANCE PROCEDURES ON MOTOR.		

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



### DAILY MAINTENANCE PROCEDURES

RAS PUMPSTATION		
ITEM	COMPONENT	CHECK
RAS Pumps & WAS Pumps	Pump	Inspect general condition (Temperature, unusual noises or vibrations, cracks, leaks, loose hardware, etc.)
		Inspect pump performance (Gauges, speed, flow)
PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 13 ON PAGE D-3 FOR THE DAILY MAINTENANCE PROCEDURES.		
SST's		
ITEM	COMPONENT	CHECK
PST's & SST's	Gearbox	Monitor and check the geared motor for unusual noises, vibrations and changes. Refer to supplier manual section "Operation page 51".
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 15 ON PAGE 57 FOR THE DAILY MAINTENANCE PROCEDURES.		
SLUDGE FEED PUMPS		
ITEM	COMPONENT	CHECK
Local Sludge Pumps & Sludge Transfer Pumps	Pump	Inspect general condition (Temperature, unusual noises or vibrations, cracks, leaks, loose hardware, etc.)
		Inspect pump performance (Gauges, speed, flow)
PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 17 ON PAGE D-3 FOR THE DAILY MAINTENANCE PROCEDURES.		

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



### MONTHLY OPERATIONAL PROCEDURES

SLUICE GATES		
ITEM	COMPONENT	CHECK
Sluice Gates	Gate	Stem must be controlled at 1-month period and re-lubricated with grease, if necessary.
PLEASE REFER TO THE MASS PENSTOCK MANUAL UNDER DIVIDER 7 ON PAGE 10 OF 15 FOR THE MONTHLY MAINTENANCE PROCEDURES.		
MECHANICAL SCREEN		
ITEM	COMPONENT	CHECK
Mechanical Screen	Drive unit: Lubrication	Check the packing box against leakage once a month.
	Bearing	The closed type bearings used in the system must be lubricated by monthly periods with appropriate grease selection.
	Rake	Rake must be checked / inspected to see any broken or worn part, once per month. If it is necessary, the part or parts must be changed.
	PE guide and wiper	PE guides and wipers must be checked / inspected once per month. If it is necessary, the part or parts must be changed.
PLEASE REFER TO THE MASS MULTIRAKE BAR SCREEN MANUAL UNDER DIVIDER 7 ON PAGE 9 & 10 OF 14 FOR THE MONTHLY MAINTENANCE PROCEDURES.		

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## MONTHLY OPERATIONAL PROCEDURES

DEGRITTER PADDLES & SKIP DOLLY DRIVES		
ITEM	COMPONENT	CHECK
Degritter Paddles & Skip Dolly Drives	Gearbox	Check housing temperature. Refer to supplier manual section “Operation page 51”.
		Check oil level. Refer to supplier manual section “Checking and changing lubricants page 59”.
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section “Checking the oil level sensor page 76”.
		Check gearbox for leaks. Refer to supplier manual section “Checking the gearbox for leaks page 75”.
Degritter Paddles & Skip Dolly Drives	Gearbox	Check the friction clutch and adjust if necessary. Refer to supplier manual section “Maintenance of the friction clutch page 78”.
		Check that fastening bolts on gearboxes and add-on elements are securely tightened. Check that covers and plugs are securely fastened. Refer to supplier manual section “Checking tightness of fastening bolts page 77”.
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 7 ON PAGE 57 FOR THE MONTHLY MAINTENANCE PROCEDURES.		
WASHER COMPACTOR		
ITEM	COMPONENT	CHECK
Washer Compactor	Drive unit: Lubrication	Check the packing box against leakage once a month.
	Screw	Check screw against any damage at monthly periods (visual inspection) and clean the screw from the remaining shuttering, debris and alike, if necessary.
PLEASE REFER TO THE MASS SCREENINGS WASH PRESS MANUAL UNDER DIVIDER 7 ON PAGE 8 OF 11 FOR THE MONTHLY MAINTENANCE PROCEDURES.		

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



## MONTHLY OPERATIONAL PROCEDURES

ANAEROBIC MIXERS & ANOXIC MIXERS		
ITEM	COMPONENT	CHECK
Anaerobic Mixers & Anoxic Mixers	Periodic oil changes	<p>The oil is to be maintained at the correct level, as determined by the oil level plug.</p> <p>The oil level should be checked at regular intervals (at least monthly) and the first oil change should be carried out after the first 600 hours of operation and there after oils should be changed every 5000 hours of operation or once a year, whichever comes first.</p> <p>In arduous conditions (high moisture and hot environments) oil should be changed more regularly, especially where equipment is regularly hosed down for cleaning purposes.</p>
	Motor bearings & Pedestal bearings	All externally lubricated ball bearings should be re-greased every 5000 hours of operation and half that period when operating under arduous conditions. Approximately half of the free volume of the cavity of the bearing should be filled to avoid overheating of the bearing.
	Cooling of drive	In order to ensure that the airflow over the drive is not restricted, make sure that all deposits of dirt and debris are removed frequently. Attention must be paid to the ventilation fans on the motors and airflow holes in the fan cowls. Make sure that the cooling ribs on the drive castings are kept clean.
ITEM	COMPONENT	CHECK
Anaerobic Mixers & Anoxic Mixers	Gearbox	Check housing temperature. Refer to supplier manual section "Operation page 51".
		Check oil level. Refer to supplier manual section "Checking and changing lubricants page 59".
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section "Checking the oil level sensor page 76".
		Check gearbox for leaks. Refer to supplier manual section "Checking the gearbox for leaks page 75".

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	





## MONTHLY OPERATIONAL PROCEDURES

RAS PUMPSTATION		
ITEM	COMPONENT	CHECK
RAS Pumps & WAS Pumps	Pump	Inspect V-Belts (if so quipped)
		Inspect air release valve plunger rod (if so equipped)
PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 13 ON PAGE D-3 FOR THE MONTHLY MAINTENANCE PROCEDURES.		
SST's		
ITEM	COMPONENT	CHECK
PST's & SST's	Gearbox	Check housing temperature. Refer to supplier manual section "Operation page 51".
		Check oil level. Refer to supplier manual section "Checking and changing lubricants page 59".
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section "Checking the oil level sensor page 76".
		Check gearbox for leaks. Refer to supplier manual section "Checking the gearbox for leaks page 75".
		Check the friction clutch and adjust if necessary. Refer to supplier manual section "Maintenance of the friction clutch page 78".
		Check that fastening bolts on gearboxes and add-on elements are securely tightened. Check that covers and plugs are securely fastened. Refer to supplier manual section "Checking tightness of fastening bolts page 77".
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 15 ON PAGE 57 FOR THE MONTHLY MAINTENANCE PROCEDURES.		

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## MONTHLY OPERATIONAL PROCEDURES

SELF CLEANING FILTER		
ITEM	COMPONENT	CHECK
Automatic Backwash Strainer	Strainer	<p>Due to the absence of moving parts, the filter is virtually maintenance free. However, it is recommended the following inspection routines be carried out at regular intervals:</p> <ul style="list-style-type: none"> <li>- Check for water leaks at filter flanges, backwash flanges and in pressure sensing connections and at solenoid valves.</li> <li>- Check for air/water leaks in backwash cylinder/actuator control line connections.</li> <li>- Check and clean wire strainer in pressure sensing circuit daily until correct periodicity is determined. In systems actuated by an external pressure source the strainer will rarely require cleaning.</li> <li>- Check for broken or frayed cables and loose electrical connections at solenoids and differential pressure switch.</li> <li>- Check differential pressure using 3-way valve and pressure gauge.</li> <li>- Lift off backwash section, remove filter elements and make visual inspection looking for broken wire, erosion or other damage. Clean, if necessary.</li> <li>- Check bushes, pressure plate seats and seals on pistons.</li> <li>- Check condition of protective coating, particularly internally.</li> <li>- Purge airline of condensate by slowly cracking draincock until only air escapes. Then shut draincock.</li> <li>- Backwash manually and observe operation.</li> </ul>
PLEASE REFER TO THE VALVE & ALLIED KLEERFLO FILTER MANUAL UNDER DIVIDER 19 ON SECTION 6 FOR THE WEEKLY MAINTENANCE PROCEDURES.		

## OPERATIONAL PROCEDURES

SLUICE GATES		
ITEM	COMPONENT	CHECK
Sluice Gates	Gate	Seals must be checked at 3-month period and replaced in case of any damage are observed
PLEASE REFER TO THE MASS PENSTOCK MANUAL UNDER DIVIDER 7 ON PAGE 10 OF 15 FOR THE 3-MONTHLY MAINTENANCE PROCEDURES.		

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SLUDGE FEED PUMPS		
ITEM	COMPONENT	CHECK
Local Sludge Pumps & Sludge Transfer Pumps	Pump	Inspect V-Belts (if so quipped)
		Inspect air release valve plunger rod (if so equipped)
PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 17 ON PAGE D-3 FOR THE MONTHLY MAINTENANCE PROCEDURES.		
6 MONTHLY Operational Procédures		
SLUICE GATES		
ITEM	COMPONENT	CHECK
Sluice Gates	Actuator	<ul style="list-style-type: none"><li>- Carry out visual inspection Cable entries, cable glands, blanking plugs, etc. have to be checked for correct tightness and sealing Respect torques according to manufacturer's details</li><li>- Check fastening screws between actuator and gearbox/valve for tightness. If required, fasten screws while applying the tightening torques as indicated in supplier manual chapter "Assembly"</li><li>- When rarely operated: Perform test run</li><li>- For devices with output drive A: Press in Lithium soap EP multi-purpose grease on mineral oil base at the grease nipple with a grease gun</li><li>- Lubrication of the valve stem must be done separately</li></ul>
PLEASE REFER TO THE AUMA MANUAL (BACK OF MASS PENSTOCK MANUAL) UNDER DIVIDER 7 ON PAGE 37 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.		
MECHANICAL SCREEN		
ITEM	COMPONENT	CHECK
Mechanical Screen	Drive Lubrication unit:	Check oil level and its colour by 6 months period and refill the gearbox if necessary. Check the packing box against leakage once a month.

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		For drive unit lubrication quantities, please see section 4 "Operating and Maintenance of the drive unit" in supplier manual.
	Chain	<ul style="list-style-type: none"> <li>- The chain tension is fixed at the factory</li> <li>- Check the tension nuts once every 6 months</li> <li>- The nuts can be tightened only if the chain is loosened.</li> <li>- Before tightening the tension nuts (M30 Hex nut) on tension rods, loosen the screws of torque switch plate. Then:               <ul style="list-style-type: none"> <li>- Tighten the tension nuts. These nuts are on both side of the screen.</li> <li>- Tighten the screws (M10 screw) of torque switch plate.</li> </ul> </li> </ul>
	Gear unit	<ul style="list-style-type: none"> <li>- Visual inspection</li> <li>- Check for running noises</li> <li>- Check oil level</li> <li>- Re-grease, if applicable</li> </ul>

PRINT NAME:			
CAPACITY:		Name of firm	
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## 6 MONTHLY OPERATIONAL PROCEDURES

MECHANICAL SCREEN (CONTINUED)		
ITEM	COMPONENT	CHECK
PLEASE REFER TO THE MASS MULTIRAKE BAR SCREEN MANUAL UNDER DIVIDER 7 ON PAGE 9 OF 14 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.		
PLEASE REFER TO THE NORD MANUAL (BACK OF MASS MULTIRAKE BAR SCREEN MANUAL) UNDER DIVIDER 7 ON PAGE 21 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.		
DEGRITTER PADDLES & SKIP DOLLY DRIVES		
ITEM	COMPONENT	CHECK
Degritter Paddles & Skip Dolly Drives	Gearbox	Check the oil quality. Refer to supplier manual section “Checking the oil quality page 64”.
		Clean the gearbox and gearbox ventilation. Replace ventilation, if necessary. Refer to supplier manual section “Cleaning the vent filter page 76” and “Cleaning the gearbox page 77”.
		Check rubber buffers on torque arms. Refer to supplier manual section “Torque arms with shaft mounted gearboxes page 46”.
PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 7 ON PAGE 58 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.		
WASHER COMPACTOR		
ITEM	COMPONENT	CHECK
Washer Compactor	Drive unit: Lubrication	Check oil level and its colour by 6 months period and refill the gearbox if necessary. Check the packing box against leakage once a month.
		For drive unit lubrication quantities, please see section 4 “Operating and Maintenance of the drive unit” in supplier manual.
	Gear unit	<ul style="list-style-type: none"><li>- Visual inspection</li><li>- Check for running noises</li><li>- Check oil level</li><li>- Re-grease, if applicable</li></ul>

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



PLEASE REFER TO THE MASS SCREENINGS WASH PRESS MANUAL UNDER DIVIDER 7 ON PAGE 8 OF 11 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES. PLEASE REFER TO THE NORD MANUAL (BACK OF MASS SCREENING WAS PRESS MANUAL) UNDER DIVIDER 7 ON PAGE 21 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.

### 6 MONTHLY Operational Procédures

#### ANAEROBIC MIXERS & ANOXIC MIXERS

ITEM	COMPONENT	CHECK
Anaerobic Mixers & Anoxic Mixers	Gearbox	Check the oil quality. Refer to supplier manual section "Checking the oil quality page 64".
		Clean the gearbox and gearbox ventilation. Replace ventilation, if necessary. Refer to supplier manual section "Cleaning the vent filter page 76" and "Cleaning the gearbox page 77".
		Check rubber buffers on torque arms. Refer to supplier manual section "Torque arms with shaft mounted gearboxes page 46".

PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 11 ON PAGE 58 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.

#### RAS PUMPSTATION

ITEM	COMPONENT	CHECK
RAS Pumps & WAS Pumps	Pump	Inspect front impeller clearance (wear plate)
		Inspect rear impeller clearance (seal plate)
		Clean air release valve plunger rod (if so equipped)

PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 13 ON PAGE D-3 FOR THE 6 MONTHLY MAINTENANCE PROCEDURES.

#### SST's

ITEM	COMPONENT	CHECK
PST's & SST's	Gearbox	Check the oil quality. Refer to supplier manual section "Checking the oil quality page 64".
		Clean the gearbox and gearbox ventilation. Replace ventilation, if necessary. Refer to supplier manual section "Cleaning the vent filter page 76" and "Cleaning the gearbox page 77".

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



		Check rubber buffers on torque arms. Refer to supplier manual section "Torque arms with shaft mounted gearboxes page 46".
<b>PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 15 ON PAGE 58 FOR THE 6-MONTHLY MAINTENANCE PROCEDURES.</b>		

### 6 MONTHLY Operational Procédures

#### SLUDGE PUMPSTATION

ITEM	COMPONENT	CHECK
Local Sludge Pumps & Sludge Transfer Pumps	Pump	Inspect front impeller clearance (wear plate)
		Inspect rear impeller clearance (seal plate)
		Clean air release valve plunger rod (if so equipped)

**PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 17 ON PAGE D-3 FOR THE 6 MONTHLY MAINTENANCE PROCEDURES.**

### ANNUAL Operational Procédures

#### SLUICE GATES

ITEM	COMPONENT	CHECK
Sluice Gates	Gate	Functioning of all components must be checked by opening and closing the gate
	Actuator	<ul style="list-style-type: none"> <li>- Carry out visual inspection Cable entries, cable glands, blanking plugs, etc. have to be checked for correct tightness and sealing Respect torques according to manufacturer's details</li> <li>- Check fastening screws between actuator and gearbox/valve for tightness. If required, fasten screws while applying the tightening torques as indicated in supplier manual chapter "Assembly"</li> <li>- When rarely operated: Perform test run</li> <li>- For devices with output drive A: Press in Lithium soap EP multi-purpose grease on mineral oil base at the grease nipple with a grease gun</li> <li>- Lubrication of the valve stem must be done separately</li> </ul>

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



**PLEASE REFER TO THE MASS PENSTOCK MANUAL UNDER DIVIDER 7 ON PAGE 10 OF 15 FOR THE ANNUAL MAINTENANCE PROCEDURES.**

**PLEASE REFER TO THE AUMA MANUAL (BACK OF MASS PENSTOCK MANUAL) UNDER DIVIDER 7 ON PAGE 37 FOR THE ANNUAL MAINTENANCE PROCEDURES.**

#### DEGRITTER PADDLES & SKIP DOLLY DRIVES

ITEM	COMPONENT	CHECK
Degritter Paddles & Skip Dolly Drives	Gearbox	First oil change after commissioning after approximately 10 000 operating hours or at the latest after 2 years. Refer to supplier manual section "Checking and changing lubricants page 59".
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section "Checking the oil level sensor page 76".
		Change the roller bearing grease after the oil is changed. Refer to supplier manual section "Changing the roller bearing grease page 69".
		Carry out a complete inspection of the geared motor every 12 months. Refer to supplier manual section "Inspecting the gearbox or geared motor page 78".

#### ANNUAL Operational Procedures

#### ANAEROBIC MIXERS & ANOXIC MIXERS

ITEM	COMPONENT	CHECK
Anaerobic Mixers & Anoxic Mixers	Gearbox	First oil change after commissioning after approximately 10 000 operating hours or at the latest after 2 years. Refer to supplier manual section "Checking and changing lubricants page 59".
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section "Checking the oil level sensor page 76".
		Change the roller bearing grease after the oil is changed. Refer to supplier manual section "Changing the roller bearing grease page 69".
		Carry out a complete inspection of the geared motor every 12 months.

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





		Refer to supplier manual section “Inspecting the gearbox or geared motor page 78”.
RAS PUMPSTATION		
ITEM	COMPONENT	CHECK
RAS Pumps & WAS Pumps	Pump	Replace bearing lubrication
		Replace seal lubrication (and packing adjustment, if so equipped)
		Inspect check valve
		Clean pressure relief valve (if so equipped)
		Inspect pump and driver alignment
		Inspect shaft deflection
		Inspect bearings
		Inspect bearing housing
		Inspect piping
PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 13 ON PAGE D-3 FOR THE ANNUAL MAINTENANCE PROCEDURES.		

### ANNUAL Operational Procedures

<b>SST's</b>		
<b>ITEM</b>	<b>COMPONENT</b>	<b>CHECK</b>
PST's & SST's	Gearbox	First oil change after commissioning after approximately 10 000 operating hours or at the latest after 2 years. Refer to supplier manual section "Checking and changing lubricants page 59".
		Check the oil level sensor regularly and after oil changes. Refer to supplier manual section "Checking the oil level sensor page 76".
		Change the roller bearing grease after the oil is changed. Refer to supplier manual section "Changing the roller bearing grease page 69".

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



		Carry out a complete inspection of the geared motor every 12 months. Refer to supplier manual section "Inspecting the gearbox or geared motor page 78".
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**PLEASE REFER TO THE SIEMENS GEARBOX MANUAL UNDER DIVIDER 15 ON PAGE 58 FOR THE ANNUAL MAINTENANCE PROCEDURES.**

#### Sludge Pumpstation

ITEM	COMPONENT	CHECK
Local Sludge Pumps & Sludge Transfer Pumps	Pump	Replace bearing lubrication
		Replace seal lubrication (and packing adjustment, if so equipped)
		Inspect check valve
		Clean pressure relief valve (if so equipped)
		Inspect pump and driver alignment
		Inspect shaft deflection
		Inspect bearings
		Inspect bearing housing
		Inspect piping

**PLEASE REFER TO THE GORMAN RUPP MANUAL UNDER DIVIDER 17 ON PAGE D-3 FOR THE ANNUAL MAINTENANCE PROCEDURES.**

#### 2 YEARLY Operational Procedures

#### MECHANICAL SCREEN

ITEM	COMPONENT	CHECK
Mechanical Screen	Gear unit	Change oil. Refer to supplier manual section "Cleaning the vent filter page 76" and "Cleaning the gearbox page 77".

**PLEASE REFER TO THE NORD MANUAL (BACK OF MASS MULTIRAKE BAR SCREEN MANUAL) UNDER DIVIDER 7 ON PAGE 21-22 FOR THE 2 YEARLY MAINTENANCE PROCEDURES.**

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



WASHER COMPACTOR		
ITEM	COMPONENT	CHECK
Washer Compactor	Gear unit	Change oil. Refer to supplier manual section “Cleaning the vent filter page 76” and “Cleaning the gearbox page 77”.
PLEASE REFER TO THE NORD MANUAL (BACK OF MASS SCREENINGS WASH PRESS MANUAL) UNDER DIVIDER 7 ON PAGE 21-22 FOR THE 2 YEARLY MAINTENANCE PROCEDURES.		
5 YEARLY Operational Procédures		
A-RECYCLE PUMPS & R-RECYCLE PUMPS		
ITEM	COMPONENT	CHECK
A-Recycle Pumps & R-Recycle Pumps	Motor	We recommend that if a motor is used continuously that it is removed for the inspection and dismantled every 5 years. Items that should be checked and recorded are:
		- Insulation resistance and temperature at which it is measured (expect the insulation level to be low if the motor is hot).
		- Inspection of the bearings and check for discoloration of the grease.
		- Tightness of V Belts and alignment of couplings.
		- Ensure that the holding down bolts is tight and the base plate or foundations are rigid.
		- Cleanliness inside and outside motor.
PLEASE REFER TO THE MOTORELLI MANUAL IN DIVIDER 11 ON PAGE 23 FOR THE 5 YEARLY MAINTENANCE PROCEDURES.		
BLOWERS		
ITEM	COMPONENT	CHECK
Blowers	Blower Unit	After 50 000 operating hours or around 5 years: Preventative Service B to be carried out by certified service personnel.

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



		Refer to page 39-40 of supplier manual for Service B procedure.
<b>ACTUATORS</b>		
<b>ITEM</b>	<b>COMPONENT</b>	<b>CHECK</b>
Valve actuators	Actuators	Replace battery every 5 years

### SECTION 3.4 – MUNICIPALITY SPARE PARTS LIST ( @ STORES) ON REQUEST TO MANAGER

EQUIPMENT	SPARES
Mechanical Front Rake Screens	Mechanical front rake screen field
	Mechanical front rake screen chain sets
	Mechanical front rake screen chain links
	Mechanical front rake screen bottom bearing assembly and stub shaft sets / return mechanism sets
	Mechanical front rake screen geared motor and torque limiter complete
	Mechanical front rake screen rake set including attachments
	Mechanical front rake screen wiper blade
Water Launder	Valve for launder wash water
	Actuator for item 8 above
Washer Compactor	Wash press brushes for screw press (set)
PISTA Type degritters	Jet pump for grit extraction complete
Grit Classifier	Trough liner for grit classifier
Fine Bubble Diffused Aeration System	FBDA system diffuser body as specified
	FBDA system diffuser membranes as specified
	Blower inlet filters
	Critical blower spares as specified
	Blow Off valve with actuator
	VVD Actuator
	Temp Transmitter
	Pressure Transmitter

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



	Inlet differential Pressure transmitter
	Process Air filter
	Cooling Air filter
	Motor Cooling Air Inlet Filter
	Special Tools Needed for Service:
	Puller Tool for Impeller
	Hydraulic Cylinder with accessories
	Lifting Tool for Inlet and Volute casing
Blowers	Puller Tool for Impeller
	Hydraulic Cylinder with accessories
	Lifting Tool for Inlet and Volute casing
R-Recycle pump	R-Recycle pump v-belts
A-Recycle pump	A-Recycle pump v-belts
RAS pumps	RAS pump mechanical seal (set)
WAS pumps	WAS pump v-belts
SST (new)	Wheel set (drive and non drive)
SST Existing	Wheel set (drive and non drive)
Telescopic valve seals	Telescopic valve seals
UV units	UV spares as specified in Aur 3007

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



## SECTION 3.6 –MUNICIPALITY SPARE PARTS LIST ( @ STORES)

EQUIPMENT	SPARES
UV Service Kit	Filter for cabinet fan
	Ball bearing 26*9*8
	Circlip
	Splitpen 32*4
	Boss for trapezium spindle
	Cleaning wiper
	Sensor wiper flap
	UV Lamp B2520E
	Quartz Sleeve 410mm F200
	Seal 10/25*8 (Auto Wipe)
	Seal 10*25*10 (Auto Wipe)
	O-Ring 32*5 (for quartz sleeve)
	Teflon Ring 34*4
	O-Ring 20*3 (For Teflon T plug)
	O-ring 15*3 (PT100 & 1/2"plug)
	O-ring 158*4 (Hatch)
	O-Ring 220*4 (Flanges)
Poly pumps	1 spare poly feed pump
Sludge pumps	1 spare sludge feed pump
Belt press (including gravity belt thickener)	1 spare belt per belt press
	1 complete set of wearing parts/spares for each belt press which shall include scraper blades, nozzle inserts, seals, filters, sensor plates, guides and any other supplier recommended spares
Parts for Turbodrain TDC1 above - Main contract	Belt - 5800 x 1200mm
	Belt scraper blade
	Ramp scraper blade
	Rubber profile
	Spray Nozzle (1 set = 15 Nozzles)
	Brush for spraypipe
Parts for Winklepress WPK 1S	Rubber Profile
	Set Vertical Seal
	Set Hydraulic Seal for Piston
	Filter Hydraulic unit
	Set Hydraulic Seal for for Belt tracking unit
	Set of seals for Hydraulic Switch
	Spring for sensing paddle
	Spray Nozzle (1 set = 15 Nozzles)

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



	Brush Spray Pipe
	Scraper Blades
	Upper Belt (19400x1200mm)
	Lower Belts (19400 x 1200mm)

## SECTION 3.7 – SUPPLIERS CONTACT DETAILS

SUPPLIER NAME	ADDRESS	CONTACT DETAILS
ABC PUMPS	9 Kaymor Street Stikland Cape Town	Telephone: 021 945 1530
AUMA	1 Carel Lotter Street Nuffield Springs	Telephone: 011 363 2880 Facsimile: 011 818 5248
ENDRESS & HAUSER	Waterside Place, 1st Floor Southgate, Carl Cronje Drive Tygervally Waterfront Bellville	Telephone: 021 914 3095 Facsimile: 021 914 2908
EURO PUMPS	12 Kouga Street Bellville Cape Town	Telephone: 021 945 3170
FLOWMETRIX	Safmag House 498 Sydney Road Congella	Telephone: 021 789 2123 Facsimile: 021 789 2123
GORMAN RUPP	c/o Dawn & Stella Road Montague Gardens Cape Town	Telephone: 021 552 6036 Facsimile: 021 552 5865
HUBER	Steinhoff Industrial Park, P.W. Botha Blvd, Tamsui Industria, George, 6529	Telephone: 044 878 0140
INENZO WATER	Cnr. Industria & Karee Road Kraaifontein Industria Cape Town	Telephone: 021 987 2402 Facsimile: 021 987 6640
MACNEIL STEEL AND VALVES	1238 Tang Road	

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



	Knights Germiston	Telephone: 011 822 1802 Facsimile: 011 822 1874
<b>MASS ARITMA</b>	Gebze Org. San. Bolg, 700. Sk Gebze 41480 Kocaeli-Turkiye	Telephone: +90 262 751 2210 Facsimile: +90 262 751 0730
<b>MOTORELLI</b>	113 Kyalami Drive Killarney Gardens Cape Town	Telephone: 021 556 4376 Facsimile: 021 556 4379
<b>NORD</b>	GmbH&Co. KG Rudolf Diesel Strasse 1 D-22941 Bargteheide Germany	Telephone: +49 45 32 401 441 Facsimile: +49 45 32 401 254

SUPPLIER NAME	Address	Contact Details
<b>FLOWMETRIX</b>	Safmag House 498 Sydney Road Congella	Telephone: 021 789 2123 Facsimile: 021 789 2123
<b>SEW</b>	Rainbow Park Racecourse Road Montague Gardens Cape Town	Telephone: 021 528 7600 Facsimile: 021 552 9830
<b>SIEMENS</b>	Siemens House Tygerberg Park 163 Hendrik Verwoerd Drive Platteklouf	Telephone: 021 935 8000 Facsimile: 021 935 8016
<b>VALVE &amp; ALLIED</b>	c/o Southcor Plant & Engineering CC 19 Knights Road Knights Germiston	Telephone: 011 789 4110 Facsimile: 011 886 4398
<b>WINELANDS TECHNOLOGY</b>	<b>UV</b> Unit 1,26 Planken Street Kayamandi Stellenbosch 7615	Telephone: 021 887 8555 Cell number: 082 561 9676

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





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<b>DEVON INDUSTRIAL</b>	3 Tanel Road Lansdowne 7780	Telephone: 021 691 5306 Facsimile: 021 692 4013
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**END OF SECTION**

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



## Part C4 SITE INFORMATION

### SCOPE

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

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



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## STELLENBOSCH MUNICIPALITY

### OPERATION OF PNIEL WASTEWATER TREATMENT WORKS CONTRACT NO.: B/SM 101/23



PNIEL WWTW Co-ordinates: 33° 54' 14.076"S - 18° 57' 38.466"E

#### LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

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



### PRE-QUALIFICATION SCORE SHEET

Item	Description of quality criteria	Description of information	CONFIRM
1	<b>Specialist expertise and previous experience with work of a similar nature. To be substantiated by submission of a detailed list and description of relevant projects/work, with contact details for client references (use attached sheet to provide the information)</b>	<b>Please complete the table in Returnable Schedule 5 as evidence.</b>	
1.1	The Contractor and or their Staff shall have 5 years verifiable experience operating, maintaining and managing similar sized Wastewater Treatment Works projects (local and/or international) in the past 5 years. (4,5ML/d)	<b>- Minimum of 2 projects listed with all details as requested</b>	

Item	Description of quality criteria	CONFIRM
2	<b>Submission and quality of CVs of staff to be employed on the Contract, showing expertise and experience with work of a similar nature. (Please complete the table in Returnable Schedule 8 as evidence.)</b>	
2.1	Project Manager appointed by a contractor with at least 5 years operation and management experience at a similar sized Waste water Treatment works.	<b>Minimum of 2 projects listed with all details as requested</b>
2.2	Class IV Process Controller appointed by a contractor with at least 5 years operation and management experience at a similar sized Waste water Treatment works.	<b>Minimum of 2 projects listed with all details as requested</b>
2.3	Class III Process Controller appointed by a contractor with at least 5 years operation experience at a similar sized Waste water Treatment works.	<b>Minimum of 2 projects listed with all details as requested</b>
2.4	Millwright appointed by a contractor with at least 5 years repairs and maintenance experience or a fitter with 5 years' experience	<b>Minimum of 2 projects listed with all details as requested</b>
3	Demonstrate the Contractor has sufficient operational staff for the 8 hour daily shifts. Minimum of two operational staff to be present for any given shift.	<b>- Provide an Organogram of operational staff</b>

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



**SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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



**SCHEDULE OF SUBCONTRACTORS**

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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





**PRICING SCHEDULE**

**NOTE:**

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

I / We \_\_\_\_\_

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

of the firm \_\_\_\_\_

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

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

**Please note the following:**

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## PRICING INSTRUCTIONS

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.

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.

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.

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).

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

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."

The Tenderer is referred to Appendix C of the Particular Conditions of Contract in Part C1.2 Contract Data regarding Contract Price Adjustment.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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.

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.

Payment for scheduled items shall be read in conjunction with the Project Specifications and shall conform to payment clauses as stated herein under:

### 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.

### 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 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## Bill of Quantities

### CONTENTS

**BILL A: PRELIMINARY AND GENERAL**

**BILL B: OPERATION AND MAINTENANCE**

**SUMMARY OF SCHEDULE(S) OF QUANTITIES**

### **APPENDIX C CONTRACT PRICE ADJUSTMENT**

The Contract Price shall be escalated by an amount A (%) in respect of the billed items for Labour related items,  
and shall be escalated on each anniversary of the commencement (starting) date. (Once yearly)

“General requirements and conditions” in the Bill shall not be subject to Contract Price Adjustment.

The escalated amount (%) shall be calculated according to the following formulae:

$$A (\%) = (CPI_n - CPI_s) / CPI_s$$

in which the symbols have the following meanings:

$CPI_s$  = the indices during the month prior to the closing date of the tender

$CPI_n$  = the latest indices during the month in which the anniversary of the Commencement (start) date falls

Indices for  $CPI_s$  and  $CPI_n$  shall be in accordance with "Table A of the P0141 Consumer Price Index for CPI for services" as published by Statistics South Africa.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



tem No	Chief Reference	Short Description	Unit	Quantity	Rate	Amount
1		<b>BILL A: PRELIMINARY AND GENERAL</b>				
		Performance Security	Sum	1		
2		Providing insurances for a total period of 34 months	Sum	1		
		<u>Health and Safety:</u> 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 34 Months Ending 30 June 2026	Month	34		
4		Risk assessment	Prov Sum	1	R100,000.00	R100,000.00
5		Charge required by Contractor on above item	%	100,000.00		
6		Baseline medical assessment of employees before commencing work on site	Sum	1		
9		General expenses incurred in complying with the requirements of T1.2, Tender Data, not included above	Sum	1		
10		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>				
11		Project manager	hr	10		
12		Class IV process controller	hr	10		
13		Class III process controller	hr	10		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



14		Millwright or Fitter	hr	10		
15		General worker	hr	10		
<b>TOTAL OF BILL A</b>						

Item No	Chief Reference	Short Description	Unit	Quantity	Rate	Amount
		<b>BILL B: OPERATION AND MAINTENANCE OF WORKS</b>				
		<u>Operation of Works (Payment Item OM2 as per Part C2.1 Pricing Instructions)</u>				
1		Operation of all process units (Including MCCs, SCADA, etc)	Month	34		
2		Maintenance of all process units	Month	34		
3		Provisional Allowance for Spares and Consumables (supply and deliver)	Prov Sum	1	300,000.00	R 300,000.00
4		Charge required by Contractor on above item	%	300,000		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



<b>TOTAL OF BILL B</b>						

**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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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.: B/SM 101/23 - OPERATION OF PNIEL WASTEWATER TREATMENT WORKS** has been based.

**SIGNED ON BEHALF OF TENDERER:** .....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			





**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:

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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	

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## 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.

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.:  
.....

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

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

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

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

Signed at ..... on the ..... day  
of ..... 20....

**Witness**

**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.:** B/SM 101/23

**CONTRACT TITLE:** OPERATION OF THE PNIEL WASTEWATER TREATMENT WORKS  
ENDING 30 JUNE 2026

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



## **SPECIAL CONDITIONS OF CONTRACT**

### **RECITALS**

A. Whereas the Municipality owns and is responsible for the operation and management of the Pniel Wastewater Treatment Works (PWWTW); and

B. Whereas the Municipality desires to have the PWWTW operated and managed in the most effective manner possible, while complying with all applicable Laws; and

C. Whereas the operation and management of the PWWTW 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 PWWTW and to contract with an Entity that has the specialized professional skills and resources to operate and maintain the PWWTW; and

E. Whereas the Contractor has responded to the Tender issued by the Municipality for the operation and management of the PWWTW; and

F. Whereas, the Municipality has awarded the Tender to the Contractor to operate, maintain and manage the PWWTW 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 PWWTW; and

G. Whereas the Municipality desires to engage the services of the Contractor for the operation and management of the PWWTW, 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 PWWTW, 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:



## DEFINITIONS AND INTERPRETATION

### Definitions

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

**"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;

**"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;

**"Assets"** means –

The property of the Municipality in respect of this Agreement, and comprising of:

The Site, including the boundary fence;

The Works, and any extensions and enhancements to the Works;

The building/s and structures on the Site;

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

The term "Assets" shall not include:

The personal property of the Contractor's workmen and agents;

The property of other contractors and their workmen who may occupy the Site for construction or repair purposes; and

Special equipment acquired on a temporary basis for work not likely to be repeated.

**"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;

**"Municipality"** means the Stellenbosch Municipality or any successor-in-title; and "Council" shall have a corresponding meaning;

**"Commencement Date"** means the date upon which the Contractor receives the fully completed MBD7

**"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;

**"Contract Price"** means the price or remuneration to be paid for the performance of the Contract Services; and "Remuneration" has a corresponding meaning;

**"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;

**"Control"** of a company includes, without limiting the generality of the term -

The beneficial ownership of the majority of the issued shares of the company; or

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

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

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

The right otherwise to control the management of the company;





"**Dispose**" means sell, transfer, exchange, dispose of or otherwise alienate;

"**Employer**" means the Stellenbosch Municipality;

"**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;

"**Manager**" means Mr. J Beukes , Manager: Wastewater Services, 1st Floor, 71 Plein Street, Stellenbosch 7599; tel 021 808 8283, cell 082 589 3068, email james.beukes@stellenbosch.gov.za of Stellenbosch Municipality;

"**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;

"**Event of Default**" means any of the events or circumstances specified in clause 26;

"**Final Effluent**" means the disinfected liquid fraction of the wastewater treatment process; and

"**Treated Effluent**" shall have a corresponding meaning;

"**Financial Year**" means the period 1 July until 30 June;

"**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;

"**Laboratory**" means the Municipalities laboratories situated at the Scientific Services Branch at Stellenbosch Wastewater Treatment Works ;

"**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:

The permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of wastewater collection and treatment systems;

The conveyance, treatment, or discharge of Influent and Final Effluent to and from the Works;

The management, handling, processing, transportation or disposal of Sludge;

The air emissions from the Works;

The health and welfare of persons at or visiting the Works;

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;

"**Maintenance**" shall mean all of the Contractor's Contract Services in respect of the maintenance of the Assets,

"**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;

"**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;

"**Operation and Maintenance Manuals**" means:

The existing Operation and Maintenance Manuals for the Works; and

Any supplier or vendor operation and maintenance manuals in respect of any of the Assets, including SCADA; and

Any new operation and maintenance manuals in respect of any of the Assets;

"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;

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);

"**Process Change**" means:

Taking a treatment process off-line permanently or for an extended time period (one month or more);

Using a treatment process in a manner other than its intended use;



By-passing all or a portion of flow through a process; or  
Implementing an operational change that results in major modifications to the Operation and Maintenance Plans, the Operation and Maintenance Manuals or the sops;

**"Rand" or "R"** means the lawful currency of South Africa;

**"Residuals"** means the materials removed from the inlet screens and the grit removal process;

**"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;

**"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;

**"Signature Date"** means the date of signature of the MBD7 of the Contract Document by the Party signing last in time;

**"Site"** means the area on which the Works are situated on.

**"Sludge"** means the residue removed from or remaining from the treatment, thickening or dewatering of wastewater, excluding the Residuals;

**"SOP"** means a standard operating procedure ;

**"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.

**"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;

**"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;

**"VAT"** means value added tax as in terms of the Value Added Tax Act No 89 of 1991; and

**"Works"** means the Pniel Wastewater Treatment Works ("PWWTW") 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.

#### Interpretation

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –

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;

Headings and the use of bold typeface are to be ignored;

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;

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;

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;

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;

Where appropriate, meanings ascribed to defined words and expressions in 1.1, shall impose substantive obligations on the Parties;





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;

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

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.

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.

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.

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.

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

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.

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.

#### **DURATION**

This Agreement shall commence on the Commencement Date and shall thereafter continue for a period of 34 months, 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. Nothing in this Agreement shall be construed as giving the Contractor any right of extension of this Agreement after the Termination Date

#### **CESSION AND ASSIGNMENT**

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.

The person or entity that Controls the Contractor may not change Control without the prior written consent of the Municipality.

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.

#### **HANDING OVER OF THE ASSETS**

Within 7 days after the Commencement Date, the Contractor and the Manager shall visit the Site and inspect the Assets for the following purposes:

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.

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

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.

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.

#### **CONTRACTOR'S OBLIGATIONS IN TERMS OF OPERATIONAL CONTROL**

From the Commencement Date, the Contractor shall operate and manage the Assets on an 8 (eight) hour per day, 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).

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.

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.

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.

The Contractor shall not implement any Process Change without the prior written approval from the Municipality.

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.

Without in any way derogating from the generality of the foregoing, and in rendering the Contract Services, the Contractor shall: -

Take possession of the Assets according to the Municipality arrangements for handover after the commencement Date;

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 Project Manager 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 determined by the Department of Water and Sanitation shall be used as a minimum requirement;

Train its staff 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;



Maintain and revise as necessary the Operation and Maintenance Manuals and the 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.

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.

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;

Ensure that it adheres strictly to the Scope of Work of which the Contract Services and Operational Control is to be carried out.

Ensure that it strictly complies with all applicable safety and health standards and regulations;

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;

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;

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;

Acknowledge and agree that it is responsible for compliance with all the applicable Laws insofar as its employees are concerned.

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 Manager, whose decision shall be final.

#### **CONTRACTOR'S OBLIGATIONS IN TERMS OF MAINTENANCE**

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.

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.

The contractor must implement the 34 Months Maintenance procedure Manuel and include the costs in Item 2 of the BOQ. (Maintenance of all process units)

Without in any way derogating to the generality of the foregoing, the Contractor shall be obliged to:

Generally, maintain, repair, restore and replace the Assets or any part thereof in the same manner as a careful and diligent owner;

Provide or make provision for all labour and services that are necessary for the maintenance of the Assets;

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 the all general indicated maintenance items in the 34 Months Maintenance procedures Manuel must be accounted in item 2 of the BOQ. (Maintenance of all process units)

Obtain three independent written quotations in respect of the replacement of the Assets (or part thereof), the cost of which exceeds R30 000,00 (Incl vat) and subject to clause 6.4, which quotations must be submitted to the Manager for approval prior to any replacement;

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;



Devote such of its resources as are necessary to maintain, repair and restore the Assets and record all maintenance, repair, replacement or restoration done;  
Ensure that the Assets are available for inspection at all time;  
Provide all plant, tools and equipment, without exception, necessary for any of the Contractor's obligations in terms of this Agreement;  
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;  
Continue to maintain, repair and restore the Assets pending the settlement of any dispute;  
Ensure strict compliance with the applicable Laws in carrying out all of its maintenance obligations in terms of this Agreement;  
Keep the Municipality indemnified against all penalties and liability of every kind for any breach of the applicable Laws;  
Prepare and implement a contingency plan for the continued Operation and Maintenance of the Assets in the event of strikes by his employees;  
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;  
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;  
Supply all and any information which the Municipality may require to verify the performance warranties referred to in Clause 30.6;  
Perform predictive and preventative maintenance on all Assets in accordance with the Manufacturer's requirements;  
Provide regular updates of the Maintenance Plan;  
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;  
The cost of any purchase, repair or replacement of any single item for maintenance of the plant that is greater than R1 000,00 (inclusive of VAT), will be borne by the municipality under the municipality active tenders.  
The damage was not caused by a willful act of the Contractor or persons under its control;  
The damage was not caused by misuse or negligence by the Contractor or persons under its control;  
The damage was not caused by noncompliance with the obligations set out in Appendix A (SCC), and Part C3.5 of this document;  
The Contractor has provided the Municipality with three independent quotations for the cost of purchase, repair or replacement of any item, and in terms whereof the Municipality shall have an exclusive discretion whether to accept any of the aforesaid quotations or not; and  
These contributions shall only apply where the expenditure has been approved in writing by the Municipality, unless remedial or repair work is urgently necessary for the safety of persons or the Assets.  
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 currency of the Agreement or on termination thereof.  
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. 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.





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.

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 OHS Regulations.

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 himself 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.

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.

#### **GENERAL OBLIGATIONS OF THE CONTRACTOR**

Compliance with applicable Law

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.

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;

Fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any relevant authority;

Attend meetings and hearings required by the relevant authority.

Provide corrective action plans, reports, submittals and documentation required by the relevant authority;

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;

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

Assist the Municipality in the defence of any legal proceedings arising from any non-compliance event

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:

Immediately correct such failure and resume compliance with the applicable Law;

Indemnify and hold harmless the Municipality from any levies, impositions, penalties, or other charges;

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

Comply with any corrective action plan filed with or mandated by the relevant authority in order to remedy a failure of the Contractor to comply with the applicable Law.

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

#### **Use of the Assets**

The Contractor agrees not to:

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

Make any alterations or additions to the Works or the Assets without the prior written consent of the Manager.

#### **Utilities**

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.



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.

The Municipality shall be responsible for payment of electricity and water supply for the Works.

#### Consumables

All consumables (chemicals, polyelectrolyte, diesel, etc.) Shall be supplied and be for the Municipalities cost.

#### Sludge and Residuals

Contractor shall only utilize the services of the supplier appointed by the Municipality for the removal and disposal of the Sludge.

#### Operation and Maintenance Manuals

The Contract Services shall be performed substantially in compliance with the Operation and Maintenance Manuals, the Operation and Maintenance Plans, and SCADA.

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.

The Operation and Maintenance Manuals, including those obtained electronically, shall be maintained and updated as required.

Any review of the operation and maintenance documents and databases shall not:

Relieve the Contractor of any of its responsibilities under this Agreement; or

Impose any liability on the Municipality.

#### On Termination

The Contractor agrees on termination of this Agreement:

To deliver the Assets to the Municipality in good, sound operating condition, fair wear and tear accepted; and

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

To vacate the Site.

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.

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.

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).

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.

#### **UTMOST GOOD FAITH**

In the implementation of this Agreement the Contractor undertakes to observe the utmost good faith in all its dealings with the Municipality.

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.

#### **TRAINING**

The Contractor shall provide sufficient training to its personnel to enable its employees to operate the Assets.

#### **REPORTS**

The Contractor shall submit written reports to the Manager as specified in Part C3.5.6 of this document.



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.

#### **MEETINGS AND COMMUNICATIONS**

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

#### **DATA MANAGEMENT AND RECORDKEEPING**

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

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 Manager.

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

#### **WORK TO BE TO THE SATISFACTION OF THE MANAGER**

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 Manager.

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 Contractor's Operational Control and Maintenance obligations.

#### **THE CONTRACTOR'S RESPONSIBILITIES IN RESPECT OF RISK, HEALTH, SAFETY AND EMPLOYEES**

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

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.

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

#### **REMUNERATION OF CONTRACTOR**

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.

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.

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.

#### **PAYMENT**

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.

The Contractor shall by the 20th of each month, submit a monthly tax invoice in which is detailed:

The cost for Operational Control and Maintenance as per the Bill of Quantities, comprising:

Fixed monthly fees for operations and routine, scheduled and preventative maintenance activities.

Any payments due for large maintenance repair projects and maintenance requests that have been approved by the municipality.

Any incidental cost incurred by the contractor which the Municipality has agreed to be responsible.



Any incidental costs incurred by the Contractor for which the Manager has agreed to be responsible; and

Any Additional Services, extra or additional work ordered or sanctioned by the Manager and completed to the satisfaction of the Manager.

Any credits for scrap metal, etc.

Once the Manager has approved the pro-forma invoice or part thereof the Contractor shall submit a tax invoice accordingly.

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 between the 23<sup>rd</sup> and 26<sup>th</sup> of the month following the submission of the tax Invoice.

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.

In instances where there are penalties owed by the contractor for non-compliance, these shall be deducted from the amount due to the contractor.

#### **CHANGES IN THE PROCESS OF WASTEWATER TREATMENT AND SLUDGE HANDLING**

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.

#### **CLAIMS FOR ADDITIONAL SERVICES TO AGREEMENT**

The Manager shall have the right to instruct the Contractor in respect of Additional Services, whereupon the Contractor shall forthwith comply with such instructions.

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.

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.

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.

#### **INDEMNITY**

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.

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,

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.

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.

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.

#### **MUNICIPALITY'S RIGHT OF ACCESS**

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.





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.

#### **MUNICIPALITY'S LIABILITY FOR LOSS**

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.

#### **OWNERSHIP**

The Assets shall remain the property of the Municipality.

The Contractor shall not in any way Encumber the Assets.

#### **PERFORMANCE SECURITY (GCC CLAUSE 7)**

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 to 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).

The aforesaid Performance Bond shall be in the form given in Part C1.3 Form of Guarantee/Performance Security in this Contract Document.

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.

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.

The Performance Bond will be issued for a one-year period effective on the Commencement Date and shall be renewed annually thereafter.

#### **INSURANCE (GCC CLAUSE 11)**

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.

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.

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:

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.

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

Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.

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.

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.

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.

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.

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:

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;

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.

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

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

#### **PENALTIES**

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.

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.

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.

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.

#### **EVENTS OF DEFAULT**

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.

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

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;

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;

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;



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;

The Contractor takes steps to change Control of itself without the prior written consent of the Municipality;

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;

Failure to secure and maintain the Performance Bond required in terms of clause 23;

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.

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 -

Terminate this Agreement; and

Claim damages (including consequential damages); and/or

Demand specific performance by notice to the Contractor.

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

The occurrence of any Event of Default of which it becomes aware; or

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.

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.

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.

Notwithstanding the 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.

#### **DISPUTE RESOLUTION (GCC CLAUSE 27)**

Replace GCC clause 27 with the following:

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.

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

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

Remain in effect even if the Agreement is terminated or is cancelled.

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 -

The existence of this Agreement apart from this clause 27;

The interpretation and effect of this Agreement;

The Parties' respective rights or obligations under this Agreement

The rectification of this Agreement.

The breach, termination or cancellation of this Agreement or any matter arising out of such breach, termination or cancellation;

Damages in contract in delict, compensation for unjust enrichment; or

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.

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 –

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

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,

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.

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. 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.

The proceedings in the arbitration shall as far as practicable take place in private and be kept confidential.

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.

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.

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.

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.

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.

#### **TERMINATION**

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

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



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

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

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

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;

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

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

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.

#### **NOTICES AND DOMICILIUM**

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.

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

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

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.

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

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;

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

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.

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,

#### **MISCELLANEOUS**

##### **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.

##### **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 Agreement supersedes and replaces all prior commitments,





undertakings or representations, whether Oral or written, between the Parties in respect of the subject matter hereof,

**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.

**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.

**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.

**Performance warranties**

The Contractor represents and warrants to the Municipality that:

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;

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;

It is financially solvent;

No Event of Default has occurred or is continuing;

It and each of its employees, agents, subcontractors and contractors are competent to perform the Contract Services;

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;

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;

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;

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

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

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.

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

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.

**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.

#### 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.

#### 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.

#### Scope of Work

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.

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.

#### Confidentiality

##### Confidentiality in respect of the Agreement

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.

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.

##### Confidentiality in respect of Information

The Contractor agrees that it shall –

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 –

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

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

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

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

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

Which was independently developed by the Contractor without access to and/or using such Information and/or proprietary information; or

Which is rightfully received from a third party who was not bound by confidentiality undertakings not to disclose such information; and

Ensure that the members of its group, officers and employees shall observe the restrictions contained in this 30.11.2.

#### Uncontrollable Circumstance

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:



The Contractor takes all steps available to him to bring such condition to an expeditious end;  
The Contractor continues to take all possible steps to optimize the treatment of the Influent by change of process or emergency ancillary treatment; and  
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. 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.

#### 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.

#### 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

#### 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 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.

#### 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.

#### 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.

#### **EXCLUSIONS** (Operation and Maintenance)

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

Telkom 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

No provisions are made for mechanical spares;

Supply of diesel for the generators;

Sampling and analysis of raw and final effluent;

No provision made for spares and consumables i.e. Blower and/or belt press belts replacement etc. If spares and consumables are required, this can be procured on a cost plus 10% basis or via the municipality active tenders.

Blue drop/Green drop reporting is done by the Client as they are registered on the system;

Training for general operation of the WWTW.

General workers services required per shift;

Laboratory equipment and a laboratory technician;

Statutory inspection i.e. But not limited to lifting equipment inspection, cranes and pressure vessels etc

## **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.

Consumption of consumables such as electricity, water, polyelectrolyte, etc.

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:

Table A1 (General Limits)

Parameter	Unit	Discharge limit
COD	mgO/ ℓ	75
TSS	mgTSS/ ℓ	25
Ammonia as Nitrogen	MgN/ℓ	10
Faecal Coliform count per 100 mℓ	Counts per/100m ℓ	1000
Nitrate as Nitrogen	MgN/ ℓ	15
Soluble Phosphate as Phosphorus	mgP/ ℓ	10
pH	-	5.5 to 9.5
Free Chlorine	mg/ ℓ	Less than 0.25 mg/ ℓ
Thickened Sludge	Percentage dry solids	<16%



Performance criteria based on downtime are as follows:

Table A2

Required action	Maximum allowable time
Respond and diagnose	6 hours
Fault repair	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 a prescribed time 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).

#### B2 Penalty criteria

Penalties associated with performance criteria are as follows:

Table B1

Parameter	Unit	Discharge limit	Payment Reduction (per day)
COD	mgO/ ℓ	75	R20 per mg/L over limit
TSS	mgTSS/ ℓ	25	R15 per mg/L over limit
Ammonia as Nitrogen	MgN/ℓ	10	R15 per mg/L over limit
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	1000	R3000 if above limit and in the range (1001-5000)
Faecal Coliform count per 100 mℓ	Counts/100m ℓ	1000	R20 000 if above 5000
Nitrate as Nitrogen	mgN/ ℓ	15	R15 per mg/L over limit
Soluble Phosphate as Phosphorus	mgP/ ℓ	10	R15 per mg/L over limit
pH	-	5.5 to 9.5	R1500 if out of range over limit
Thickened Sludge	Percent Dry Solids	<14%	R60 if out of range

Performance criteria based on downtime are as follows:

Table B2

Required action	Maximum allowable time	Payment reduction)
Respond and diagnose	6 hours	R 500 / hour
Fault repair	24 hours	R 500 / hour
Reliability of all process	Downtime over financial year shall be <1%	R 10 000 / year