

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM: 22/25 SUPPLY, AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE

TENDER NUMBER: **B/SM 22/25**
DESCRIPTION: **SUPPLY, AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE**

CLOSING DATE: **18 November 2024**

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

INFORMATION:

Tender Specifications: Mkuseli Lwana at 021 808 8302 or e-mail: Mkuseli.Lwana@ Stellenbosch.gov.za
SCM Requirements: Gerald Kraukamp at 021 808 8519 or e-mail: Gerald.Kraukamp@ Stellenbosch.gov.za

Office hours for collection: 08h00-15h30

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

Sealed Tenders, with “**B/SM: 22/25 SUPPLY, AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE**,” 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 the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

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

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

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

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

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R332.00** 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



TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U UIT OM TE TENDER VIR DIE VOLGENDE TENDER: B/SM: 22/25
VOORSIENING EN AFLEWERING VAN EEN (1) 6 X 4 VRAGMOTOR MET VOERTUIG GEMONTEERDE KRAAN**

TENDER NOMMER: **B/SM 22/25**
BESKRYWING: **VOORSIENING EN AFLEWERING VAN EEN (1) 6 X 4 VRAGMOTOR MET VOERTUIG
GEMONTEERDE KRAAN**

SLUITINGSDATUM: **18 November 2024**
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Raadsaal.

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Kantoor Ure: 08h00-15h30

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

Verseëlde tenders duidelik gemerk: **"B/SM 22/25: VOORSIENING EN AFLEWERING VAN EEN (1) 6 X 4 VRAGMOTOR MET VOERTUIG GEMONTEERDE KRAAN ,"**op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendraanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	20
Totale punte vir prys en B-BSEB	100

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

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

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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



TENDER NO.: B/SM 22/25

SUPPLY, AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 67-68):	
BBBEE LEVEL	

OCTOBER 2024

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mkuseli Lwana
Manager: Operations &
Maintenance
Tel. Number: 021 808 8302



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM: 22/25	CLOSING DATE:	18 November 2024	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. NAME, SURNAME AND 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	Mkuseli Lwana
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8302
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Mkuseli.Lwana@ Stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

.....



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STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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



2. CHECKLIST

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

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



3. 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:	



4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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

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



5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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

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

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

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

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

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



14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Variation orders

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

19. Assignment



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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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



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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2010)



6. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

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

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

11 Centralised Supplier Database

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

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

Centralised Supplier Database No. MAAA.....



7. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

NB:

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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



2. DEFINITIONS

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



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

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

- 5.5 A tenderer must submit proof of its BBEE status level contributor.
- 5.6 A tenderer failing to submit proof of BBEE 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 BBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

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



6. BID DECLARATION

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

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

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

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

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

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

Business Address -

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

8. SUB-CONTRACTING

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

(**Tick applicable box**)

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

8.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL YOUR OWN SWORN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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

NB!

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

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

Deponent Signature: _____

Date : _____

NB! ORIGINALLY CERTIFIED/ NOT COPY

Commissioner of Oaths

Signature & stamp

Date:



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

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

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



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

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

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



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

5. CERTIFICATION

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

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

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



10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



11. 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



12. 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:	



13. 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

14. SPECIFICATIONS

SUPPLY AND DELIVERY OF ONE (1) 6 X 4 TRUCK WITH VEHICLE MOUNTED CRANE

This Schedule of Technical Data must be fully completed and submitted with each offer, simply to state “comply” or “noted” is not sufficient, full details must be given.

	DETAILS OF OFFER: Where it is difficult to give details, please indicate compliant
1. SCOPE OF SPECIFICATION	
This specification provides for the supply of 6 x 4 truck with a flat deck drop side body, vehicle mounted crane, mounted at the rear of the truck chassis conforming to the technical specification below. The vehicles are required for general electrical infrastructure maintenance within the STELLENBOSCH MUNICIPALITY'S geographical boundaries. The supplied vehicle / crane combination shall be designed for and be capable of efficient and satisfactory operation under all South African weather conditions. Tenderers are to state here their crane truck offered complying with all the technical specifications.	
Vehicle: Make, Model Crane: Make, Model	
2. PROFESSIONAL PDF DOCUMENTS	
It is required that the tender document be completed in ink. All documentation including that of the tender submission such as OEM brochures, technical drawings etc. must be in the English language and properly assembled in an appropriate lever arch file with clear labels indicating the various sections.	
All documents submitted must in addition be scanned in PDF format and be submitted on a standard USB flash drive that is to be clearly labelled with the bidders company name, tender number and description.	

3. APPLICABLE STANDARDS

The latest standard shall apply.

- 3.1 SANS 1055:2007 : Under run bumper
- 3.2 SANS 1091:2012 : National colour standard
- 3.3 SANS 1207:1998 Latest : Brakes
- 3.4 SANS 1327:2004 : 7 pin trailer socket
- 3.5 SANS 1329:4:2004 : Retro-reflective signs.
- 3.6 SANS 1496:2017 : Wheel Flaps
- 3.7 SANS 1517:2005 : Lubricating oil diesel engines
- 3.8 SANS 1550-1:2017 : Motor vehicle tyres and rims.
- 3.9 SANS 1700 : Fasteners
- 3.10 SANS 8501-3:2008 Preparation of steel substrates
- 3.11 SANS 10013-1:2006 : Internal combustion engines:
- 3.12 SANS 10168:2002 : Seat belts
- 3.13 SANS 10281:2003 : Sound levels
- 3.14 SANS 12944:1998 : Steel corrosion protection.
- 3.15 SANS 16368: 2014 Mobile elevating work platforms
- 3.16 SANS 20049:2009 : Particulate pollutants engines
- 3.17 SANS 20104:1998 : Reflective tape.
- 3.18 Occupational Health and Safety Act No. 85 of 1993
- 3.19 South African Road Traffic Act (Act 89 of 1989)
- 3.20 ANSI/SAIA A92.2 – 2015 : MEWP Elevating Platforms
- 3.21 EN 280:2013 MEWP Elevating Platforms

4. ENGINE

- 4.1 Turbo charged, in-line 6-cylinder diesel engine with a minimum of 250kW and 1200Nm torque at a revolution range of 1000 – 1450 rpm output. The engine must comply with minimum or better Euro 3 standards.

- a. Make and model
- b. Capacity cc
- c. Maximum Output not less than 250 kW (kW @ rpm)kw.....rpm
- d. Maximum Torque not less than 1200 Nm (Nm @ rpm)Nm.....rpm
- e. Emission standard not less than Euro 3
- f.

- 4.2 Engine to be water cooled and air intake behind cab to be a Donaldson or equivalent air filter. A suitable water separator must be installed in line to the diesel pump with warning lights / buzzers inside the cab for excessive water levels.

4.3 ENVIRONMENTAL COMPLIANCE

- a. The vehicle emissions under start up and operating conditions shall comply with the International Euro 3 standard as a minimum. In this context emissions must conform to SANS 20049:2009 or latest version requirements and conformance reflected in **attached brochures**.

- b. As part of the emissions legislation, tenderers are required to demonstrate that the emissions control systems fitted to the proposed vehicles are durable and are able to maintain the vehicle emissions below the legislated limits for the useful life of the vehicle up to 100 000 km.

4.4 ENGINE PERFORMANCE

The tenderers are to enter the data as requested in the attached table from attached brochures.

Engine (r/min) Power (kW) Torque (Nm)	1000	1200	1400	1500	1600	1800	2000	2200
---	------	------	------	------	------	------	------	------

5. TRANSMISSION

5.1 A robust transmission using locally supported fully automatic transmission technology is to be fitted. A PTO provision must be available at a convenient location on the transmission housing.

5.2 The tenderer must provide Automatic 6 speed synchromesh gearbox 1 reverse gear. The cruising speed must be not less than 70 km/h and maximum speed must not exceed 90km/h

a Make and model

5.3 GEARBOX PERFORMANCE

a. The maximum speed attainable at V must not be less than 90 km/h.

Gear Ratio	Speed @ max rpm	Speed @ max torque	Gradeability @ V (%)	Gradeability@ D/T (%)
1				
2				
3				
4				
5				
6				
Rev				

5.4 GRADEABILITY

A gradeability of not less than 25% in first gear at V is required.

a. Gradeability @ V

6. CHASSIS

6.1 A chassis of robust construction with a manufacturer's GVM rating of at least 25 000 kg is required.

a.	Wheelbase	mm
b.	Overall width	mm
c.	Overall length	mm
d.	Overall height	mm
e.	GVM rating	kg
f.	V rating	kg

7. CLUTCH (APPLICABLE IF AMT IS OFFERED)		
State make and model of clutch, and operation		
a.	Make	.....
b.	Model	.....
c.	Operation	.....
8. AXLES		
8.1	FRONT AXLE	
	A heavy-duty reverse Elliot I – beam type, parabolic springs, dual acting telescopic shock absorbers is required.	
a.		.....
b.	Axle make / type	.....
c.	Axle capacity	kg
d.	Spring capacity	kg
8.2	REAR AXLE	
	Tandem drive axles, single reduction, full floating type, heavy duty.	
a.	Axle make / type	.....
b.	Axle capacity	kg
c.	Spring capacity	kg
	Final drive ratio	: 1
9. BRAKES		
9.1	Full air double circuit, hydraulic assisted with drums front and rear axles with ABS system. Parking / emergency brakes must be spring operated. Exhaust brakes must be included as standard. Retarder system to be included as standard equipment.	
9.2	A full functional twin line multi-circuit installation must be installed to allow for the effective braking of trailers up to 8 600 kg. Suitable galvanized piping must be used. Standard male and female quick release couplers for the trailer air brake system, must be installed above the tow bar under the load body and be protected against dirt and accidental contact damage. Should the chassis cab not be equipped with an OEM air system trailer brake control valve, the latter must be supplied and installed as per the truck manufacturer's specifications.	
a.	Brake system type (Air, Vac, and Hydraulic.)	.....
b.	Emergency / parking brake (wheel operated)	.....
c.	ABS brakes	.....
10. WHEELS AND TYRES		
10.1	The vehicle must be fitted with suitably sized steel belt radial tyres of preferably South African manufacture.	
10.2	The size and ply rating must be the same and freely available within the geographical boundaries of the Stellenbosch Municipal.	
10.3	All inner wheels should have valve extensions of the steel braided flexible type	

10.4	All wheels to be fitted with tyres of the same manufacture, size, and ply rating. Tyres supplied must be of South African manufacture. A complete spare wheel must be mounted on a lockable winch hanger on the left or right side of the chassis under the load body and away from the exhaust pipe outlet to avoid exhaust gasses on the spare wheel assembly. The position of the spare wheel must allow easy fitting and removing thereof. All wheels, including spare must be balanced.	.....
10.5	Tyre loads, as well as tyre to rim matching, must comply with SANS 1550-1:2005 or the latest version thereof.	.....
a.	Size and ply rating	.....
b.	Load factor	.....
c.	Rim size	.....
d.	Tyre size front	mm
e.	Tyre size rear	mm
f.	Quantity	mm
g.	Inflation pressure (front) @ V	.....
h.	Inflation pressure (rear) @ V	 kPa
	11. STEERING	.....
11.1	Tilt, recirculating ball type, hydraulic power assisted.	.....
a.	Turning circle (curb to curb)	mm
b.	Turning circle (wall to wall)	mm
c.	Number of turns lock to lock	.....
	12. CHASSIS CAB	.....
12.1	Forward mounted 3-man tilt cab, (hydraulically operated) to expose the engine assembly to facilitate inspection and maintenance. Mechanical/hydraulic cab suspension required. Standard roof height (day cab) required.	.....
12.2	A ladder frame type chassis with GVM of minimum 25 000 kg and GCM of minimum 36 000kg on with a manufacturer's Tarra rating of a maximum of 7 500 kg is required. It must be of robust construction suitable to carry a suitable sub frame with flat deck drop side body with a hydraulic crane mounted on the rear of the chassis.	.....
12.3	The driver seat is to be fully adjustable for position vertical and horizontal and angle of the back rest. All operational controls of the truck must be easily reachable from the driver's position.	.....
12.4	The truck's jack, triangles and necessary tool kit must be securely fitted in the cab behind the seats and easily accessible,	.....
12.5	The steering wheel shall be adjustable for rake and height to facilitate operator comfort.	.....
12.6	A 2.5kg portable type fire extinguishers shall be provided and shall be easily accessible to the operator.	.....
12.7	A warning red pilot light is to be installed on the dashboard to indicate that the PTO is in operation.	.....

12.8	The PTO control switch needs to be clearly marked specifying its function and operation. Dyna tape or any form of stick on label is not acceptable. The vehicle is to be fitted with an alarm immobilizer conforming at least to a VESA level 5 standard. Sturdy firmly braced wheel flaps must be fitted behind the front and the rear wheels. SANS 1496:2001 or latest version.	
12.9	The alarm system has to include an audible alarm which will activate a siren rated at least 120dB, if security on the vehicle is compromised for any reason.	.....
12.10	A sturdy rear under run bumper is required in terms of the South African Road Traffic Act and must conform to (SANS 1055:2007 or the latest version thereof).	
	A fuel tank of not less than 3000L capacity is required.	
	Lockable fuel tank cap is required.	.....
	Fuel tank size	
	Lockable fuel tank cap	.....
12.11	A factory approved air conditioner shall be supplied as standard fitment.	
13. PAYLOAD REQUIREMENTS		
13.1	The tenderer is to ensure that: V - T is greater or equal to 10000 kg Where :- V - T = minimum payload V = the permissible maximum vehicle mass T = the tare mass of the completed crane with all fitments including maximum fluid levels but <u>excludes driver and passengers.</u>	.....
a.	GVM (not less than 25 000 kg	 kg
b.	V (Permissible mass)	 kg
c.	T (Tare mass)	 kg
d.	V - T (not less than 10 000 kg)	 kg
	A total legal payload of minimum 10 000kg is required after allowance has been made for the load body, sub-frame, outriggers, and crane. Axle loading must be stated in the tender as accurately as possible for the vehicle, load body and crane including outriggers	
14. AXLE LOADING		
	Axle loads in kg as set out hereunder, must be stated as accurately as possible.	.....
14.1	VEHICLE, LOADBODY AND CRANE	FRONT AXLE (kg) | REAR AXLE (kg)
a.	Licensing / Tare mass (T)	
b.	Maximum payload from axle loading software	
c.	Fully laden	
d.	Maximum permissible legal axle mass	

14.2

Load distribution charts are to be supplied along with tender documents.

A wheelbase length measured from the centre of the front axle and to the centre of the rear axle boogie, of minimum 5 000mm and maximum of 6 100mm is required for the body and crane.

15. ELECTRICAL SYSTEM

15.1

ALTERNATOR

The vehicle is to be fitted with an alternator capable of charging the battery whilst operating ancillary equipment and auxiliary lighting specified in this tender under engine idling conditions.

15.1.1

The vehicle is to be fitted with an alternator capable of charging the battery whilst operating ancillary equipment and auxiliary lighting specified in this tender under engine idling conditions.

15.2

BATTERIES

Batteries shall be deep cycle type, maintenance free and permanently sealed and within a proprietary lockable battery box.

a.

Make / model

b.

Qty

c.

Capacity AH

d.

Lockable battery box

15.3

24 V System preferred. Negative earthed with minimum 120 A / hr battery capacity. A suitable steel battery box must be supplied and fitted and must be lockable with a standard 8mm hasp x 60mm lock.

Should any 12 V equipment be fitted a step down 24/12 V 10 A converter must be fitted. Electrical wiring diagrams for the above must be included.

15.4

ACCESSORIES

a.

All accessories to be rated 24V, alternatively a single proprietary 24/12V (Bosch Mobility or equivalent), suitably power rated converter must be fitted to power all 12 V accessories.

b.

Under no circumstances must auxiliaries be connected to one battery only.

c.

Electrical wiring diagrams detailing accessory connections to be furnished.

15.5

HOUR METERS

- a. A digital type of hour meter must be installed neatly in the truck dashboard at a pre-approved position, and connected to the alternator system to monitor the engine operation
- b. An hour meter is to be connected to the live side of the dash mounted PTO light switch thus registering only when the PTO is activated. The hour meter must not register when the engine is switched off.
- c. The size of both hour meter displays shall facilitate the ease of reading whilst seated comfortably in the driver's position.

15.6

LIGHTING

- b. The vehicle shall be equipped with lights in accordance with the latest compulsory South African Road Traffic regulations.
- c. Vibration free light assemblies (LED type) must be housed in metal protective cages. These cages must allow easy access to the lights for repairs.

15.7

ALARM SYSTEM

- a. In the event that the indicator flasher rate is altered after installation of the abovementioned LED units, a replacement electronic flasher unit assembly, rather than a load resistor, is the required method of restoring the flashing rate to the factory pre-set rate. The fitment of such a unit shall be factory approved and must in no way impact the chassis cab warranty.

ALARM SYSTEM

- a.1. Apart from the normal key transponder and immobilizer to
- a.2. be supplied as standard fitment, an audible alarm system rated at approximately 120dB shall be professionally fitted by a VESA approved agent. All doors to be automatically locked by the transponder.

16.1

Make and Model
Accredited agency

a.

16. PAINT SPECIFICATION

b.

CHASSIS CAB PROTECTION

The truck chassis cab must be finished in factory standard.

The cab is to incorporate a factory standard paint specification utilizing an anti-corrosion dip process and must provide at least three years corrosion protection in a coastal environment.

c.

The chassis, drive line components, and under body components are to be black in colour and protected with a proprietary under body coating. i.e. dry ice abrasive blasting then aluminium epoxy mastic such Carbomastic 15 or equivalent. If this coating is not supplied as factory standard, then it is to be included in the tendered price.

.....

16.2

LOAD BODY AND SUB FRAMES

a.

The load body, chassis, all under body components must be suitably coated to provide at least 5 years corrosion protection in a coastal environment.

.....

b.	The following coating specification shall be adhered to in this regard:	.....
c.	ISO 12944-5:2019 <i>Paints and varnishes — Corrosion protection of steel structures by protective paint systems — Part 5: Protective paint systems</i>	.....
c.1.		.....
c.2.		.....
d.	Environment classification (C5-M) - coastal	
	Durability classification (M)	.....
e.	The following or equivalent substrate preparation in accordance with the above standard is to be achieved.	.....
e.1.		.....
e.2.	ISO 8501-1:2007 <i>Preparation of steel substrates before application of paints and related products</i>	.....
d.	Primer Coat – Carbomastic 15 or equivalent Final Coat – Carboline 134 white or equivalent	.....
e.	All inner surfaces and seams on the vehicle must be treated with clear Tectyl or an equivalent rust-preventative material to safeguard the vehicle against rust for at least three years.	.....
17.1	Any compulsory inspections with regard to the above process will be carried out in the operational area of the vehicle by accredited agencies of the Tenderer.	.....
17. WARRANTY		
a.		yrs km
a.1.	The following are the minimum respective warranty periods acceptable to the Stellenbosch Municipal, fair wear and tear excluded.	
b.		 yrs.
b.1.		 yrs.
b.2.	MECHANICAL:	 yrs.
b.3.	Chassis cab drive train (2 years or 100000km)	 yrs.
b.4.		
17.2	PAINT AND CORROSION PROTECTION Load body sub frame (5 years) Cab (3 years) Chassis underbody (5 years)	.....
17.3	Drive train components (5 years)	
	Full details of any warranties offered should be attached with tender documents.	.....
18.1	Tenderers are expected to accept full responsibility for the complete truck and crane combination and must under-write any guarantees offered by their sub- contractors.	.....
18. TRUCK SERVICE AND REPAIR		

18.2	The tenderer shall provide estimated maximum repair periods of the following truck components covering warranty and general repairs.	.....
a.	Major Warranty (Engine, gearbox, differentials etc.)	 days
b.	Minor General (Servicing, brakes, clutch etc.)	 days
19. TRUCK SPARES		
19.1	Standardisation and mutual interchangeability of components is essential.	.....
19.2	The tender shall indicate the spares availability and stock holding within South Africa for the make and model of the truck offered.	.....
a.	Value of spares holding in South Africa	R.....
b.	Spares availability (Major spares - Engine, gearbox etc.)	%
c.	Spares availability (Minor spares / servicing spares)	%
19.3	Fast moving service spares need to be available within the geographical area of Stellenbosch Municipal	..... .....
19.4	Location of spares outlets	.....
	Lead time of spares delivery ex warehouse outside the Stellenbosch Municipal geographical boundaries within South Africa.	 days
20.1	20. CHASSIS CAB REQUIREMENTS	
20.2	Relevant data sheets, engine performance curves, and brochures in support of the specified vehicle must be submitted.	.....
20.3	A general arrangement drawing of the vehicle complete with installed equipment, showing all essential features, dimensions and weight distribution under a full operating cycle is required.	.....
	Essential tools, including a hydraulic jack, 6 tonne 4 legged chain sling (4 m), 2 tonne chain sling (4m), 4 tonne ratchet with straps, 2x 4 tonne 4m web sling, 2x 4 tonne 2m web sling and 6x 4 tonne D shackles must be provided.	.....

SPECIFICATION: TRUCK 6x4 WITH REAR MOUNTED CRANE

21. DOCUMENTATION ON DELIVERY	
21.1	Three copies of the comprehensive operating, maintenance manuals, spare parts manuals and training manuals in professional PDF format in the English language as well as in a properly bound book must be provided by the manufacturer. The following is to be included in the manuals: a. Operation instructions b. Service schedule c. Lubrication schedule d. Routine checks e. Restrictions on use of the machine f. Advice that could affect the safe use of the machine g. Manufacturers spare parts list h. Statutory inspection registers
21.2	Load test certificates signed by an LMI.
21.3	An oil analysis certificate from an approved inspection authority.
21.4	A sample of hydraulic oil shall be taken from the oil reservoir for spectrographic analysis and a report shall be supplied. The cost of which will be included in the tender price.
21.5	A structural engineers certification letter for the crane from the design engineer or his representative must be received on delivery.
22. TRAINING	
22.1	Training in the proper operation of the crane and truck must be provided and included in the tendered price.
22.2	The training should be adequate to transfer the required skills in the safe operation of the crane and vehicle to the Stellenbosch Municipal's operating staff.
22.3	A minimum of two employees per vehicle ordered needs to be catered for. A training manual is to be provided.
23. DELIVERY	
Tenderers must specify dispatch period after placing of order clearly in terms of lead-time, rate of dispatch and completion of contract. Lead time for initial delivery of complete unit - Chassis cab - Load Body - Crane	

The homologation certification cost must be included in tender price and submitted at time of delivery

The vehicle registration and licensing cost must be included in the tender price.

24. STANDARD FITMENT ITEMS

The following items shall be included in the total tendered price as standard fitment items.

A 2,5 kg dry powder fire extinguisher fitted in a suitable position in the cab.

A robust lockable, robust plastic / polyethylene document container to hold logbooks, instruction documents, manuals. The container must be sized to comfortably accommodate A4 documents. The container will be fitted in a convenient place in the cab.

One cone holder 2

One 9kg gas cylinder holder.

Set aluminium ladder brackets.

Aluminium toolbox 500 x 600 x 500 mm (Approximately)

Aluminium toolbox 500 x 600 x 500 mm (Approximately)

25 SUBFRAME AND FLAT DECK BODY

25.1 A braced cab protection frame must be permanently fitted to the body to protect the cab.

- The load body must be robust in design and manufactured from light weight high strength steel of minimum 3.0 mm thickness plate for the deck floor and the drop sides of 2 mm thickness. Alternatively extruded interlocking aluminium plates for the body manufacturing may be offered.
- Removable centre post is required between the side panels. The side panels must be ribbed to improve strength.
- A suitable braced frame shall be fitted as part of the body at the rear of the load body. This frame must be designed and manufactured for the carrying of concrete / steel streetlight poles.
- The number of poles to be carried on each side of the crane would be determined by the crane design and outlay.
- This frame shall provide adequate protection for the crane. Care must be taken that this frame does not interfere with the movement of the rear mounted crane.
- The tender must offer the best length to match the chassis, considering mass distribution for the mounted crane, payload, and appearance.

25.2 Shipping container fittings and accessories

- The width of the body must not exceed road ordinance regulations. The body is required with a body width and length designed to accommodate a six (6) meter standard container. The mounting and container locks must be designed and fitted in the flat deck floor of the load body as this truck will be required to transport 6m shipping containers.
- Detailed drawings of the load body, subframe, cab protecting, and rear carry frames must be submitted with the tender.

25.3 Tie down bars

- A minimum of six (6) tie-down bars shall be installed in the body deck at equal spacing for securing of loads, along the left and right side of the deck.
- The bars shall be reinforced 15mm rods spanning across 150mm round cut-outs in the floor of the body. The tie downs shall be reinforced to the body frame for strength.
- The body must be equipped with rope hooks equally spaced on the outside of the body sides to facilitate easy securing of the loads.

25.4 Wheel arched and mudguards

Robust and firm mudguards must be fitted behind the front wheels and over the rear wheels. Rubber mud flaps must be installed behind the boogie rear wheels.

25.5 Toolboxes

- Two robust steel, waterproof lockable toolboxes must be installed underneath the left and right side of the load body, approximately 500mm deep, 600mm wide and 600mm high. The door of the toolbox must hinge on the bottom of the toolbox and be lockable.

- Door latches must be flush mounted with turn action for open and closing. The door must be fitted with 2 heavy duty gas holding cylinders to hold it in the open position.
- The position of the toolbox must be confirmed with the chassis manufacturer to also allow for a side mount spare wheel, should the latter be mounted on the left side.
- The direct blow of exhaust gasses on the toolboxes should be avoided as much as possible.

25.6 Rear stepping plate assembly

- A heavy-duty towbar / stepping plate assembly must be designed and supplied and fitted to the back of the vehicle capable of safely towing cable drum trailers up to 8 600 kg. All chevrons and reflectors shall be fitted to comply with current road regulations.
- The design of the above and the back of body, including overhang, must not affect ground clearance of the vehicle as it would sometimes be used in off road conditions.
- A 2-level rear tow hitch, clevis type with a 30 mm diameter pin must be installed for towing a two-wheel cable drum trailer.

26 RELEVANT CONSTRUCTION VEHICLE ACCESSORIES

26.1 Roadside cone bars

- Suitable round single bars need to be manufactured and fitted on top of the rear step assembly for the carrying of 600mm high orange pvc road cones.
- These round bars must fit through the centre of the cones and a locking device must be fitted on the top of the bars so that cones can be locked in place. These bars must be long enough to accommodate a minimum of 6 cones on each bar.
- The spacing of these bars must be on the left and right side of the step assembly for easy access for work site beaconing.

26.2 Cable drum rigging bar storage sleeve

- A suitable heavy duty round storage sleeve must be installed at the rear of the truck for the storage of the cable drum solid steel bar (70mm diameter x 2,0m long) preferably on the subframe in front of the crane mountings.
- The sleeve must be closed off on the right side so that the bar can only be removed from the left side of the truck.
- The sleeve must have a lock pin inserted through the sleeve from the top to lock the drum bar in place and be padlock able.

26.3 Standard electrical trailer connections are required.

- Vibration free light assemblies (LED type) must be housed in metal protective cages. These cages must allow easy access to the lights for repairs.
- All lights shall be in accordance with the latest compulsory road traffic regulations.

26.4 Amber warning lights / Working light

- A 1m amber warning light bar assembly shall be fitted to the roof of the cab. Under no circumstances must holes be drilled through the cab for this fitment. A clamp-on assembly for the cab roof must be supplied and fitted.

- Four 180mm amber warning LED light bars must be installed on the stepping plate assembly. One light each on the side of the rear stepping plate assembly, and one each on the rear on the left and one on the right side.
- All warning lights shall be controlled from one switch mounted on the instrument panel of the vehicle.
- A 55 W LED flood/working light shall be supplied and fitted on the top of the left-hand side of the cab protector frame for work area illumination purposes. The light shall be equipped with its own on/off switch fitted in the cab of the vehicle and be fully adjustable horizontally and vertically.
- The lights shall have a handle for easy aiming. The type offered must be vibration / waterproof and mounted as such that it is protected against accidental contact from e.g., low branches etc.

26.5 Paint and finishing – Truck manufacturer's standard white colour

- It is essential that the workmanship and the finishing of the vehicle must be of the highest possible standard. The bodywork must be treated against rust and at least 3 coats of paint applied. Specific details of rust and corrosion protection offered for complete unit must be submitted with the tender offer.
- Where the treatment and paint of the chassis were damaged / removed during the building and fitting of the subframe and load body, it must be repainted so that the guarantee of the truck is not compromised.
- The sub frame, body framework, deck of load body and drop side panels must be treated with an anti - corrosion paint and be guaranteed for a minimum of three years.

27 SPECIFICATIONS FOR VEHICLE MOUNTED HYDRAULIC CRANE

27.1 Scope of design

- This specification provides for the supply and fitment of a knuckle boom hydraulic crane on a 6 x 4 chassis /cab with a GVM of 25 000 up to 31 000kg. The capacity of the crane required to be minimum of 31 tonne/meter. The crane unit must include 1 integral set of outriggers, capable of the following requirements onto a sub frame mounted at the rear end of a suitable 6 x 4 chassis / cab.
- The crane is required for general electrical infrastructure construction and maintenance within the Stellenbosch Municipality. This includes the handling of heavy transformers, miniature substations, drums of cables, six (6) meter shipping containers, and generator sets and other related equipment. The supplied hydraulic crane combination must be designed for and be capable of efficient and satisfactory operation under all typical Western Cape weather conditions.
- The design must include a side mounted linkage system on the main and outer booms link bushings to assist in the boom lifting angles when working at heights.
- Except where otherwise specified or implied, the equipment must comply with the following specifications and latest revisions of these standard specifications. Safety factors for structure components and hydraulic hose pressure tests must be specified.
- The crane must be designed, manufactured, and tested to comply with the latest BS EN 12999 standards.
- South African Road Traffic Act No. 29
- Occupational Health and Safety Act 85 (Latest updates)
- The load diagrams must be clearly indicated on the crane, and it must be tested and certified to lift the loads as required further in this document.
- The mast base of the crane must be manufactured of die cast steel and spheroid graphite cast iron. The type of mast bush/bearing used by the crane supplier must be specified. Weights and stresses must be equally distributed when in the folded-up position.
- The Supplier/Manufacturer of the crane shall take responsibility for the design, specification and manufacture of the sub frame required for the crane and outriggers.
- One set of secondary outriggers mounted directly behind the cab on the sub frame at the front of the vehicle load body must be offered for increased stability of the unit.

27.2 Lifting capacities and hydraulic extensions

When fully set up on its outriggers the crane shall be able to meet the following minimum capacities:

Description	Lifting ability	Boom reach
Main boom at 20 – 25 degrees and minimum hydraulic boom extensions	11 500kg	2,2 – 2.5m
Horizontal boom hydraulic extension	4 900kg	6,0 - 6,2m
Horizontal boom hydraulic full 3 x extension	2 800kg	9,0 - 10,2m
Vertical with minimum hydraulic extension	11 500kg	6,5 - 7,0m
Hydraulic extensions required x 3	2 900 kg	9,0 - 10,2m

27.3 Slewing capacities

Powered by two hydraulic slew cylinders with a minimum slew of 360 degrees.

27.4 Controls and remote-control unit

- Full dual controls for operation on either side of the vehicle with operator standing next to the crane on ground level. All controls shall have a “dead man” function which automatically return to neutral or the off position when released. Under no circumstances may any of the booms or extensions creep while the control valves are in the neutral position.
- The hydraulic system must be dual circuit ensuring activation of several functions simultaneously providing a rapid and smooth operation.
- Both sides controls must be easily accessible and mechanically protected against accidental contacts.

27.5 Radio remote control of crane

- A compact, robust, weatherproof radio remote control for the crane operations is required. This radio control must be protected against radio interference and electromagnetic fields when working near substation high voltage yards.
- A six to eight (6 – 8) function unit with basic display screen is required.
- The radio control unit supplied with this crane must have its own unique identification code, so that it can only be used with this specific crane.
- The unit must be an original manufacture equipment from the crane manufacturer to ensure it is matching to the crane on offer operations. The unit must incorporate a microprocessor interfaced with the central processor unit with CAN-bus transmission protocol which must be built in the radio control unit. It is required that the control unit can control precise crane movements at various speeds as and when needed. Functions such as starting, stopping and acceleration of the truck engine speed must be included.
- An emergency stop button for the crane operation must be incorporated in the radio control unit.
- An insulated earthing wiring system must be fitted to the rear of the flat deck body so

that the truck is properly earthed when working to live overhead networks. The minimum conductor size must be 95 ² mm. This will be specified in agreement with the Department as soon as the flat deck body and chassis is known.

27.6 Outriggers

- One set of two hydraulic outriggers as part of the crane, hydraulically sideways extendable giving a straddle width of a standard 5 900mm and not exceeding 6 600mm.
- This is to be designed and certified by the crane manufacturer and the stability test for the truck / crane combination and must be included with the tender.
- A hydraulic stabilisers (outrigger) system, incorporating a hydraulic mechanical interlock between the crane and outrigger jacks to prevent the crane from being operated unless the outrigger jacks are in the down position, is required. All outrigger leg cylinders to be supplied with load holding valves.
- All outriggers must be capable of levelling the vehicle chassis at a slope of 5 degrees.
- All outriggers shall have a minimum ground clearance of approximately 400mm when folded up.
- All outriggers' legs must be fitted with removable swivel footpad system suitable for sand/soft soil conditions, with minimum size of 400 x 400 mm. the footpad's system must be fitted with a locking system for easy fitting and removing.
- Suitable lockable footplate carriers must be supplied and mounted under the load body on the left and right side of the vehicle.
- Should a front set of outriggers be needed, these must be fully independent and hydraulically controlled from the crane outriggers. These control valve must be mounted on the left rear side of the truck close to the crane controls.
- It is required that reflective marking tape in accordance with SANS 20104:1998 / ECE R104:1998 is to be fitted to the outrigger legs.

27.7 Hydraulic system

- The crane hydraulic system must include, amongst the normal design, a hydraulic oil reservoir, filler – breather point and oil level sight glass. Alternatively, an oil level gauge may be offered.
- Hydraulic limiting devices must be provided to prevent movement beyond the designed limits of horizontal and vertical extension of the crane.
- Hydraulic systems must be such that free descent cannot occur in the event of a hose or fitting failure.
- All cylinders, piston rods, pipes, hoses, valves, and fittings must be able to withstand a static pressure of 3 times the maximum operating pressure without permanent deformation. All piston rods to be hard chromed and ground for extended seal life.

27.8 Power take-off (PTO)

- This control shall be operated from inside the cab on the driver's side. A PTO engaged warning light must be installed on the vehicle instrument panel, and a control system which disengages automatically when the handbrake is released may be offered.
- The PTO and hydraulic pump shall be supplied to match the crane pressure requirements.

- The supplier of the crane will be responsible for the PTO and hydraulic pump specifications and ensure it is fitted to the truck gearbox according to the truck manufacturer specification. Also, that the truck warranty is in no way compromised.
- The hydraulic control system must have a fail-safe interlock so that the truck cannot be driven with the PTO engaged. Details of the system offered must be submitted with the tender offer.
- The crane shall be hydraulically operated by means of a closed (direct) coupled PTO (Power take off) and hydraulic pump arrangement. The PTO must be installed on the truck's gearbox and the piping from and to the pump must be installed in such a way that it is not exposed to heat from the exhaust system or interfere with other truck operations and service access points.
- An adjustable manual engine revolution dashboard mounted turn knob is required to regulate the revolutions of the engine while the crane is operated. This device must be able to lock the engine speed at the desired revolutions and with a quick release function disconnect the engine accelerator system so the engine return to normal idling speed.

28 PAINT SPECIFICATION

- The crane must be painted to the crane manufacturer standard colour and be of high protection corrosion resistant. The front outriggers set must be finished in the same colour as the crane as specified above and must offer adequate protection under South African weather conditions.
- A guarantee against rust for at least 3 years is required. Full specification of the standards applied must be stipulated in the tender.
- All steel pipes and connections must be galvanized.

29 MARKING AND DOCUMENTATION

29.1. The following information shall be displayed in clearly visible permanent lettering on the crane:

- Make, model, serial number, manufacturer's details
- Load lifting diagrams:
- Safe working load
- Warnings or restrictions necessary for safe operation
- The instruction "Read manual for details on operation and servicing."

29.2. Two sets of comprehensive operating and maintenance manual must be provided by the manufacturers of the truck and crane. The following is to be included in the manual:

- Operation instructions
- Lubrication schedule
- Routine checks.
- Restrictions on use of the crane.
- Advice that could affect the safe use of the crane.

30 TENDER DATA SCHEDULE AND RETURNABLE DOCUMENTS

Please complete the following schedules in full. Please include the chassis/cab manufacturer specifications with the truck, subframe, body and crane specifications and draft design drawings to the back of this tender document. Failure to do so may result in a tender considered non-compliant.

30.1 DETAIL OF OFFER FOR CHASSIS / CAB:

Details of Supplier	
Make of chassis/cab offered	
Model of chassis/cab	
Engine: make and model	
Displacement of engine	
Maximum output	Kw @ rpm
Maximum torque	Nm @ rpm
Aspiration (Natural / Turbo)	
Power to weight ratio	
Torque converter / Clutch type:	
Transmission: Make and model	
No of gears	
Ratio: 1 st – top gear	
Grade ability at 1 st gear @ GVM	
Chassis: Type and frame section sizes	
Steering: Power assisted and no of turns lock to lock	
Brakes: Type – Front and rear - full air	
Exhaust brakes and control	
Type of Parking / emergency	
Retarder included Yes/No	
Wheel size	
Tyre size and ply rating	
Fuel tank capacity	
Electrical system: Batteries Voltage	
Dimensions: Wheelbase - front axle to centre of tandem axles	
Load body width	
Load body length	

Overall width	
Overall length	
Overall height	
Chassis width	
Mass data: Tare for chassis / cab	
GVM of chassis cab	
Nett payload available (Including body & crane mounted)	
Tandem axles double differential drive	
Differential lock included	
Front suspension	
Rear suspension	

TENDER DATA SCHEDULE AND RETURNABLE DOCUMENTS

30.2 DETAIL OF OFFER FOR SUB FRAME AND LOAD BODY:

Details of Body builder Registration number of Body builder:	
Method of body mounting on chassis:	
Material used for sub frame	
Material used for body framework	
Material used for body deck floor	
Material used for drop sides and protection panels for back of cab and crane	
Shipping container locks included	
Tie down on sides of body included	
Ring tie downs on body floor included	
Toolboxes included	
4 x crane outriggers footpads supplied, and lockable carriers fitted to underside of load body	
2 x truck "chock blocks" supplied and lockable carriers fitted to underside of load body	
Rear step assembly with lights included	
Heavy duty ring and pin type tow bar included	
Trailer air brake multi-function supplied	
Cable drum rigging bar sleeve	

TENDER DATA SCHEDULE AND RETURNABLE DOCUMENTS

30.3 DETAIL OF OFFER FOR HYDRAULIC CRANE:

DESCRIPTION	DETAILS OF OFFER
Make of hydraulic crane	
Model of hydraulic crane	
Country of manufacture	
Crane construction base construction details	
Total mass - crane weight (kg)	
Total folded width	
Total folded height	
Total folded width required on sub-frame	
Lifting capacity at max horizontal hydraulic outreach	Kg m
Lifting capacity at max vertical hydraulic outreach	Kg m
PTO, pump type	
PTO control system, please specify	
Crane slewing angle	deg
Ground clearance of outriggers Front and crane outriggers control independently	Yes/No
Crane outrigger legs, sideways straddle width: Front – if fitted Crane integral system	mm mm
Foot pads – size and type of material Method of fitting to outrigger legs	
Marking and documentation Advice that could affect the safe use of the vehicle and crane	
Availability of spares – lead times	
Fast moving spares: truck / crane	
Slow moving spares: truck / crane	

TENDER DATA SCHEDULE AND RETURNABLE DOCUMENTS

30.4 DETAIL OF COMPLETE TRUCK AND CRANE OFFER:

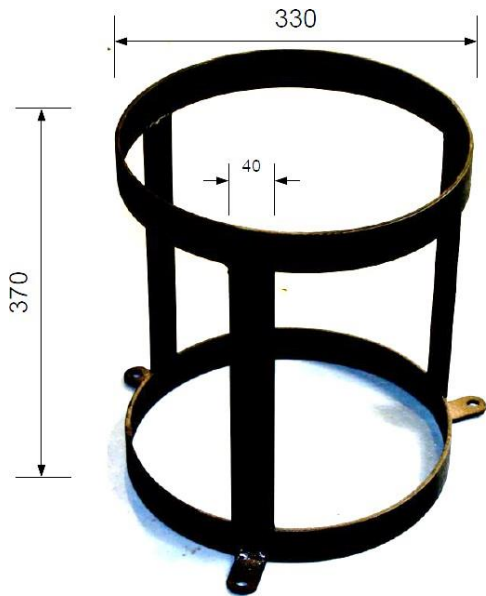
Guarantee minimum of 1 year plus truck / crane OEM standard guarantees.	
Is all equipment guaranteed as per specified requirement?	
Delivery period – completed vehicle	
Delivery period firm	
Location of service facilities: truck and crane	
Compliance to specification	Yes / No
If no, please state deviations	
Are prices of tender firm?	
Are you the accredited supplier for the truck / crane offered?	
Location of accredited facilities for repairs and service nearest to Stellenbosch?	

31.

Single cab 18 m ap - floor fitments

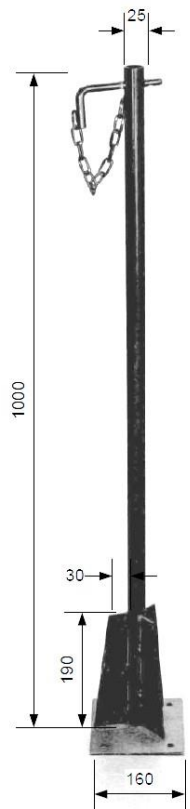
(Placement to be finalised during construction phase.)

GAS CYLINDER HOLDER – CONE HOLDER - LADDER BRACKETS



Material : Mild steel strip
40x4mm
Lugs: 50x30x4mm – 12mm hole
Rounded as shown
Weld full depth
Corrosion Protection: Hot dipped galvanised
Include Grade 4.8 bolts, washers and locknuts for fitment to load body floor.

9KG GAS CYLINDER HOLDER



Material: Mild steel
Base: 160mm Sq x 4mm – 12mm holes
Gussets: 190x50x30x3mm
Pipe: 1000x25x2mm dia – drill 8mm hole
Lock pin: 6mm bar bent as shown.
Chain: Light chain welded to pipe and lock pin.
Corrosion Protection: Hot dipped galvanised
Include Grade 4.8 bolts, washers and locknuts for fitment to load body floor.

Cone Holder



Typical ladder brackets with rollers to ease the ladder into position. It is preferred that the rollers be sunk into the deck to bring the ladder down as low as possible,

(32) General technical requirements

- 32.1 The Tenderer shall be an accredited agent for the chassis cab supplied and shall make use of an accredited body builder in terms of Section 38 of the Road Traffic Act (Latest) and shall include a valid up to date copy of such accreditation. Tenderer may be deemed non-responsive failing to submit proof of accreditation.
- 32.2 The complete installation as detailed in the Scope of Specification as well as all technical specifications mentioned above shall comply with all the requirements of this specification as well as conforming to all Road Traffic Act (Latest) ordinances and associated SANS compulsory specifications.
- 32.3 The equipment, materials and apparatus used in the assembly shall be new and of best commercial quality with a high reliability and shall be selected for ease of maintenance.
- 32.4 It is in the interests of the contractor to notify the STELLENBOSCH MUNICIPALITY'S Electrical Services Department when the construction / assembly reach various stages of completion so that the designated Technical Representative may inspect the vehicle and point out deficiencies. Any costs incurred in correcting deficiencies shall be for the Contractors account.
- 32.5 The contractor shall apply best engineering practices and shall apply the relevant SANS codes of practice in ensuring the highest quality standard of workmanship.
- 32.6 All material and equipment shall comply in respect of quality, manufacture, tests and performance of at least one of the following standards.
- ISO (International Standards Organisation)
IEC (International Electro technical Commission EN
(European Standards)
BS (British Standards)
DIN (Deutsche Industrie Normen)
- 32.7 All material and equipment supplied shall be suitable for operating conditions as found within the boundaries of the STELLENBOSCH MUNICIPAL.
- 32.8 Individual components such as valves, batteries, terminal blocks, and electrical control equipment etc. when used in the supplied vehicles shall be of the same make, type or series for each item. Standardisation and mutual interchangeability of components is essential.

33. STANDARD OF WORKMANSHIP

- 33.1 All work required for completion of this tender shall be according to the latest professional South African engineering standards.
- 33.2 Material or workmanship which is not to the satisfaction of the STELLENBOSCH MUNICIPALITY'S, Electrical Services Representative shall be rectified at the cost of the Contractor.

- 33.3 All subframe and loadbody components shall be built to manufacturer's specification. Copies of the relevant manufacturer's specification and drawings are to be furnished on written request.
- 33.4 The Crane shall be mounted on the rear of the truck. The design, manufacturing standards and consequent fitment must be approved by the vehicle and crane manufacturer.
- 33.5 The Crane supplier, sub frame and load body builder are to ensure that fitment of all components are done to the correct standard to ensure that all forces generated in the normal use of the crane can be accommodated. Supportive documents must be submitted on written request.

34. QUALITY CONTROL INSPECTIONS

The Stellenbosch Municipality's, Electrical Services Department may at its discretion, conduct quality control inspections during the production and assembly process. For inspection purposes, the Electrical Services or designated person must be informed one week in advance when the body is completed for assembly and the final inspection of the mounted unit must be done by the above mentioned before final painting is completed. If the abovementioned inspections take place outside the boundaries of the Western Cape, the cost of an inspection undertaken by two designated Technical Inspectors must be incorporated in the tender price.

35. STRUCTURAL STEELWORK

All structural members shall be capable of sustaining in a structurally stable manner, the total load and forces acting on such structural members.
Each part of the structural installation shall be correctly designed, constructed and erected and shall be according to appropriate SANS specifications covering structural steelwork.

a. HOLES

Holes, slots shall be machined to a template. Burrs and risers shall be removed before assembly.

b. BOLTS / FASTENERS

SANS 1700-7-7:2003 / ISO 7411:1984

Hexagon bolts for high-strength structural bolting

SANS 1700-7-8:2003 / ISO 7412:1984

Hexagon bolts for high-strength structural bolting (Short threads)

SANS 1700-14-8:2003 / ISO 4775:1984

Hexagon nuts for high-strength structural bolting

SANS 1700-16-9:2004 / ISO 7416:1984

Plain washers for high-strength structural bolting



C. WELDING

All welding must be done under supervision of a qualified artisan / foreman and shall confirm to the following standards.

SANS 455:2004 : Manual
 electrode welding of mild steel. SANS 10044-
 2:2004 : Code of practice
 for welding.

SANS 10167:2004 : Quality evaluation of fusion
 welding joints. Welding jigs / templates should be utilized to
 ensure uniformity of construction.

The surfaces to be welded shall be cleaned and free from rust, scale or other foreign materials.

Full attention is to be given to correct edge preparation suitable for welding applications used. Welds shall be full strength without flaws, grooves or pits. Crater effects shall be avoided.

All welds shall have adequate root fusion and shall be free from cracks, porosity or other irregularities and any under cutting shall be made good by the contractor.

Weld fillet sizes must be appropriate to the size of the structural steel welded and be done without requiring excessive amounts of grinding or dressing.

Intermittent welding joints and butt welding joints with insufficient penetration shall not be used. All welding joints shall be thoroughly cleaned after welding.

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



15. VALUE OF SIMILAR CONTRACTS SUCCESSFULLY COMPLETED

- 1 Tenderers must complete the attached schedule for previous project in this document. Previous project will be regarded as provision of manufacturing, supply and delivery of 6x4 truck with rear mounted crane.
- .2 Bidders **must submit at least one positive reference letter with similar projects** from previous or current clients as a confirmation. **Failure to attach such reference letter will lead to the disqualification of the bid.**
- 3 Only tenderers who have provided similar services to a minimum value of R 1 000 000 per project, will be eligible for further evaluation.
Please attach separate schedule in the format below with the returnable documents

Evidence of previous experience

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

16. ESTABLISHMENT OF AN OEM ACCREDITED WORKSHOP FACILITY OR FACILITIES FOR THE SUPPORT, REPAIRS AND MAINTENANCE ACTIVITIES OF THE TRUCK CHASSIS AND CRANE.

The supplier must have an operational Workshop Facility or submit proof of an agreement with another workshop immediately after the delivery date of the vehicle for the support, repairs, maintenance, servicing, spares, and parts outlets for truck and crane. The facility must be within a 120km radius from Stellenbosch Municipality Town Hall situated at Plein Street (-33.936789, 18.861477).

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



17. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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



18. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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



20. 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				
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Email		Email				

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. 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'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

Please note the following:

Only Bidders that complete the Schedule Below will be considered. Prices and offers quoted elsewhere will NOT be considered. **Specifications and drawings of equipment offered must be submitted with this tender.**

Payment will take place on delivery of complete equipment. **No Deposits** are payable. The tender will be awarded to the highest scoring bidder in terms of SCM regulations.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Please complete in full:		REMARKS		
		UNIT PRICE Excl. VAT	Qty.	Delivery period
Chassis Cab:			1	
Make and model:	R			
Subframe and Flat Deck Body:			1	
Make and model:	R			
Subframe, body and installation.				
Crane:			1	
Make and model:	R			
Crane and installation.				
Licence and registration: (include all on the road cost)		R	1	
Sub Total price complete: VAT excl.		R		
15% VAT		R		
Total Price (VAT Inclusive):		R		
NOTE: ALL DELIVERY, INSTALLATION AND / OR RAIL COSTS, CUSTOMES, IMPORT DUTIES, ETC AND SURCHARGES MUST BE INCLUDED IN THE TENDER.				

97/23

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. DECLARATION BY TENDERER

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

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

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

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

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

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