



TENDER NO.: B/SM 116/26

**APPOINTMENT OF SPECIALIST CONTRACTOR TO OPERATE AND MAINTAIN
LANDFILL GAS EXTRACTION INFRASTRUCTURE AND PROVIDE EMISSION
REDUCTION ADVISORY SERVICES TO THE STELLENBOSCH MUNICIPALITY UNTILL
30 JUNE 2029**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (Page 90):	
BBBEE LEVEL	

DATE: MAY 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Clayton Hendricks
Senior Manager - Waste
Management**

Tel. Number: **021 808 8228**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 116/26: APPOINTMENT OF SPECIALIST CONTRACTOR TO OPERATE AND MAINTAIN LANDFILL GAS EXTRACTION INFRASTRUCTURE AND PROVIDE EMISSION REDUCTION ADVISORY SERVICES TO THE STELLENBOSCH MUNICIPALITY UNTILL 30 JUNE 2029.

TENDER NUMBER: **B/SM 116/26**
DESCRIPTION: **APPOINTMENT OF SPECIALIST CONTRACTOR TO OPERATE AND MAINTAIN LANDFILL GAS EXTRACTION INFRASTRUCTURE AND PROVIDE EMISSION REDUCTION ADVISORY SERVICES TO THE STELLENBOSCH MUNICIPALITY UNTILL 30 JUNE 2029.**

CLOSING DATE: **29 June 2026**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:

Tender Specifications: Clayton Hendricks at 021 808 8228: e-mail: Clayton.Hendricks@stellenbosch.gov.za

SCM Requirements: Zenazi Nobavu at 021 808 8121: e-mail: Zenazi.Nobavu@stellenbosch.gov.za

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

A Compulsory Clarification Meeting will be held on **11 June 2026 at 10:00 am at Stellenbosch Landfill Admin building boardroom Off Adam Tas Road (R310), Stellenbosch** Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.

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

Sealed Tenders, with "**B/SM 116/26: APPOINTMENT OF SPECIALIST CONTRACTOR TO OPERATE AND MAINTAIN LANDFILL GAS EXTRACTION INFRASTRUCTURE AND PROVIDE EMISSION REDUCTION ADVISORY SERVICES TO THE STELLENBOSCH MUNICIPALITY UNTILL 30 JUNE 2029**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

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

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

Price	80
B-BBEE status level of contribution	20
Total points for Price, B-BBEE and locality	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 (General,) General Conditions of Contract (General, JBCC, FIDIC, CIDB or NEC), 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



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*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 **R455.00 per document**.*

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

G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 116/26 AANSTELLING VAN 'N SPESIALIS KONTRAKTEUR VIR DIE BEDRYF EN INSTANDHOUDING VAN DIE STORTINGSTERREIN SE GAS ONTTREKKING INFRASTRUKTUUR EN DIE LEWERING VAN ADVIESDIENSTE AAN STELLENBOSCH MUNISIPALITEIT RAKENDE EMISSIE VERMINDERING TOT EN MET 30 JUNIE 2029

TENDER NOMMER:
BESKRYWING:

**B/SM 116/26
AANSTELLING VAN 'N SPESIALIS KONTRAKTEUR VIR DIE BEDRYF EN INSTANDHOUDING VAN DIE STORTINGSTERREIN SE GAS ONTTREKKING INFRASTRUKTUUR EN DIE LEWERING VAN ADVIESDIENSTE AAN STELLENBOSCH MUNISIPALITEIT RAKENDE EMISSIE VERMINDERING TOT EN MET 30 JUNIE 2029**

SLUITINGSDATUM:

29 Junie 2026

TYD VAN SLUITING:

12h00. Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal.**

NAVRAE:

Tender spesifikasies: Clayton Hendricks at 021 808 8228: e-mail: Clayton.Hendricks@stellenbosch.gov.za

Vkb vereistes:

Zenazi Nobavu by 021 808 8121: e-pos: Zenazi.Nobavu@stellenbosch.gov.za

Kantoor Ure:

08h00-15h30

'n Verpligte inligtingsessie sal op 11 Junie 2026 om 10:00 vm by in die raadsaal van die Stellenbosch-stortingsterrein se administrasiegebou, af Adam Tasweg (R310), Stellenbosch. Tendersaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie.

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

Verseëde tenders duidelik gemerk: **"B/SM 116/26: AANSTELLING VAN 'N SPESIALIS KONTRAKTEUR VIR DIE BEDRYF EN INSTANDHOUDING VAN DIE STORTINGSTERREIN SE GAS ONTTREKKING INFRASTRUKTUUR EN DIE LEWERING VAN ADVIESDIENSTE AAN STELLENBOSCH MUNISIPALITEIT RAKENDE EMISSIE VERMINDERING TOT EN MET 30 JUNIE 2029"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooid stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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

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

Prys	80
BBSEB status	20
Total punte vir Prys, BBSEB en ligging	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 standaard tender voorwaardes en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.



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*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnemefooi van **R455.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

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

G Mettler (Me)

MUNISIPALE BESTUURDER



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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STELLENBOSCH MUNICIPALITY					
BID NUMBER:	B/SM 116/26	CLOSING DATE:	29 June 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SPECIALIST CONTRACTOR TO OPERATE AND MAINTAIN LANDFILL GAS EXTRACTION INFRASTRUCTURE AND PROVIDE EMISSION REDUCTION ADVISORY SERVICES TO THE STELLENBOSCH MUNICIPALITY UNTILL 30 JUNE 2029.				
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 (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Clayton Hendricks
CONTACT PERSON	Zenazi Nobavu	TELEPHONE NUMBER	021 808 8228
TELEPHONE NUMBER	021 808 8121	E-MAIL ADDRESS	Clayton.Hendricks@stellenbosch.gov.za
E-MAIL ADDRESS	Zenazi.Nobavu@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 SUBMITTED ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (GCC, JBCC, FIDIC OR CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

NAME AND SURNAME

.....

DATE

.....



CONTENTS

	PAGE NUMBER
1. TENDER NOTICE & INVITATION TO TENDER.....	2
TENDER KENNISGEWING	4
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	10
2. CHECKLIST	11
3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE	12
4. AUTHORITY TO SIGN A BID.....	13
5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	15
6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	16
7. GENERAL CONDITIONS OF TENDER	25
8. MBD 4 – DECLARATION OF INTEREST	27
9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED).....	30
10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20	31
11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	42
12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	44
13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	46
14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	47
15. FORM OF INDEMNITY	48
PART B – SPECIFICATIONS AND PRICING SCHEDULE	49
16. SPECIFICATIONS	50
17. PRE-QUALIFICATION SCORE SHEET.....	69
18. SCHEDULE OF PLANT AND EQUIPMENT.....	71
19. SCHEDULE OF SUBCONTRACTORS	72
20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS.....	73



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21.	SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS.....	74
22.	PRICING SCHEDULE.....	75
23.	DECLARATION BY TENDERER	91



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



2. CHECKLIST

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

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

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

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

NB: Please note that no latecomers will be allowed.

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



4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

- 2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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



OR

3. PARTNERSHIP

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

OR

4. CONSORTIUM

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

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

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

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

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

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



6. 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 purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency



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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

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

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

General Conditions of Contract (revised July 2015)



7. GENERAL CONDITIONS OF TENDER

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

PLEASE NOTE:

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



7. Negotiations for a fair market related price

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.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

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. Assistance with CSD Registration can be provided by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

- 1.3 Points for this bid shall be awarded for:

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

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

2. DEFINITIONS

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



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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

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

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

4.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

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

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

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

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

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

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) Promotion of enterprises located in the municipal area (WCO24)



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

B-BBEE Status Level of Contributor	Number of Points for Preference System 80/20 Points	Number of Points for Preference System 90/10 Points
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 Preference System 80/20 Points	Number of Points for Preference System 90/10 Points
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0



6. BID DECLARATION

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

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

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

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

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

Business Address -

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

8. SUB-CONTRACTING

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

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

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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



indicated in paragraph 1 of this form;

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

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



PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (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- <ul style="list-style-type: none"> 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;”



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

EXAMPLE – DO NOT USE



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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:



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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





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

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

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



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

5. CERTIFICATION

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

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

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



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

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

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



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

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

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



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

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

Signature	Position	Date



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

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

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

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

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

NOTE:

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

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



15. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. BACKGROUND

The Stellenbosch Municipality operates a landfill in Devon Valley, Stellenbosch which is Licensed in terms of the National Environmental Management: Waste Act. The Waste Licence requires the Municipality to mitigate all possible environmental impacts which includes air quality impacts.

As an air quality mitigation measure, the Municipality has installed a landfill gas extraction system and requires the services of an experienced service provider who will be responsible for the operation, repairs and maintenance of LFG extraction, flare compound, data and beneficiation infrastructure to optimise the gas extraction to enable the issuance of carbon credits.

Furthermore, the Municipality wishes to align itself to national government's international climate change commitments and will require the service provider to give effect to the implementation of an Emission Reduction (ER) program at the landfill gas facility as well as carbon mitigation and beneficiation projects conducted under other mechanisms.

A flaring and power generation viability study was undertaken in 2023. Part of the study was an assessment of the eligibility of the project to be registered for emission reduction and the study concluded that the Stellenbosch LFG project could feasibly be registered for an emissions reduction program, as the project activity was expected to comply with the relevant additionality and eligibility criteria.

The Municipality may develop carbon mitigation projects other than the extraction of Landfill Gas (LFG). These projects are likely to be linked to its operation and may for example involve generating of alternative energy. This means other types of emission reduction projects besides LFG beneficiation may need advice on methodology, and services to perform additionality and feasibility assessment to determine eligibility for registration as emission reduction project and developing documentation for registration purposes.

The Municipality would like to pursue registering on the South African Carbon Offset Administration System (COAS) or a similar system operated by the Department of Mineral Resources and Energy for the offsetting of CERs against its carbon tax liability or selling them to companies with carbon tax liabilities.

Services required will include contracting validation and verification services to generate and register data for the issuance of certified emission reductions with an emission reduction registry or other types of carbon credit instruments. (generally referred to as emission reduction certificates, or CERs)

2. SCOPE OF SERVICES

The service provider will be required to do the following:



Part A: Undertake the LFG operation and maintenance of the wellfield and flare compound and information and communications technology (ICT) support, technical monitoring, reporting and training. The technical scope is for the operation, repair, maintenance and monitoring of the LFG collection and flaring system for the purposes of benefiting from carbon mitigation using an emission reduction registry or similar requirements, such as those specified in the South African Carbon Offset Regulations (COAS), and the ICT infrastructure needed to provide the emissions reduction information that will eventually provide a revenue stream or an opportunity to offset tax liabilities.

Part B: This part provides for two stages ;

Stage B1 **The development of a carbon mitigation project:** In order to register the LFG system as an emission reduction project the service provider will provide advice on methodology and services to perform additionality and feasibility assessment to determine eligibility for registration as an emission reduction project, developing documentation for registration purposes and registering the project accordingly.

Stage B2: **The management of a carbon mitigation project:** On completion of the registering of the project for emission reduction, services to be provided will entail reporting and advisory services, including fulfilling the Coordinating and Management Entity (CME) to advise on potential carbon platforms. The service provider must be knowledgeable and have expertise with regards to the South African carbon tax regime and standards and possibly offset the future carbon tax liability and to advise on the monetization of carbon credits.

The implementation of Stage B2 will be wholly dependent on the successful registration of the facility in Stage B1

2.1. Personnel requirements/experience

The Contractors project manager (CPM) will be the key point of contact with the Employer and will report to the Employer's project manager. When required the CPM will attend meetings and may include other staff as required. The personnel who will be balancing and tuning the wellfield, conducting maintenance on the wellfield and flare must be experienced and suitably trained and consistent from week to week in order to ensure uninterrupted and reliable operation of the LFG collection system.

2.1.1. Responsibilities of the Contractor's Project Manager (CPM)

The CPM will be responsible for the provision of all resources to execute the project, management of activities and the health, safety and well-being of project staff, coordination between project staff and landfill staff, and engaging with suppliers for spares, lubricants, etc. required for the maintenance, repairs and operation of the facilities infrastructure. This will also include the calibration of measuring equipment necessary for measuring key parameters that are required to register carbon credits.

The CPM will ensure coordination with other contractors of the Employer who will be providing services related to the landfill gas projects that are not included in the scope of work of the tender.



This role will specifically include interacting with the Employers project manager regarding future designs for the expansion of wellfields to optimise the infrastructure, as well as providing input on the snag list at the commissioning stage during the handover of completed capital works prior to being operated and maintained. The responsibility will include ensuring all drawings and equipment manuals, as applicable, are received for use during the operation and maintenance.

The CPM will ensure that all facility equipment regarding the integrity of data is available at the start of the project, and remain sound working order to ensure the project data is not compromised. The CPM will ensure the services are provided from the generation stage of raw data, through the calculation for reporting purposes, until the data is stored and backed up for disaster recovery purposes.

3. PART A: PARTICULAR SPECIFICATION: OPERATION AND MAINTENANCE OF THE STELLENBOSCH LFG INFRASTRUCTURE

3.1. Scope

This specification covers the undertaking of the operation and maintenance of the landfill gas extraction and flaring system, reporting and routine training of staff, including Employers staff.

3.2. Scope of services

The Contractor shall be responsible for the operation of the landfill gas collection and flaring system at Stellenbosch landfill in accordance with all applicable permits, regulations and operation manuals. The Contractor will also be responsible for the same regarding the Information and Communications Technology (ICT) equipment, which will be used to collect, store and back up emissions and all related data that will be used for the issuance of CERs.

The systems necessary for the extraction, flaring and data capture must be available for optimal utilisation for the destruction of greenhouse emission. The available time must be calculated as the total time less the time for planned, preventative or scheduled maintenance time, less the time during which uncontrolled events disrupt operations or influence the integrity of the different components of the system. The different performance criteria for the three main systems are:

No.	System	Availability %
1	LFG extraction infrastructure	100%
2	Flare	98%
3	ITC system, including measuring instruments, data logging and communication equipment, data storage and back up equipment:	98%

3.2.1. Documentation

The following documentation is relevant to this contract and will be made available at tender time on request.

3.2.1.1 Drawings



Details of the LFG facility are provided on the following drawings, which form part of the Contract for this project:

Drawing No.	Description
AA210900/SL02	Gas Extraction Pipe Network Layout
AA210900/SL03	Vertical, Horizontal Wells and Manholes.
AA210900/SL04	Manifolds
AA210900/SL05	Flaring Compound Layout and Details
AA210900/SL06	Electrical Reticulation Layout
AA210900/SL07	Electrical Single Line Diagrams

Additional mechanical and electrical drawings are provided in the Operation and Maintenance Manual

3.2.1.2 O&M Manuals

There are four (4) volumes in the O&M Manual of which the relevant sections will be made available electronically to the Contractor, The Contractor shall prepare a hardcopy of the manual, to be kept on site for the duration of the contract.

The O&M manual includes the following;

File A: Operating manuals

1.1. Flare Manual:

- 1.1.1. General description
- 1.1.2. Technical specifications
- 1.1.3. Safety manual
- 1.1.4. Installation manual
- 1.1.5. Maintenance manual
- 1.1.6. Operation manual
- 1.1.7. CDM specifications
- 1.1.8. Certificate of warranty
- 1.1.9. General layout
- 1.1.10. Bill of materials
- 1.1.11. Spare parts
- 1.1.12. Power consumption
- 1.1.13. Electrical drawings
- 1.1.14. Piping and instrumentation diagram
- 1.1.15. Appendix/Datasheets

1.2. Electrical Manuals:

- 1.2.1. Kiosks
- 1.2.2. Circuit breakers
- 1.2.3. Cables and earth wire
- 1.2.4. Streetlights and poles



File B; Design Information

- 1.3. Extraction Plant
 - 1.3.1. As-built drawing
 - 1.3.2. General layout of flare
 - 1.3.3. PI&D instrument diagram
- 1.4. Knockout Pots
 - 1.4.1. As-built drawing
 - 1.4.2. Equipment
- 1.5. Wellhead
- 1.6. Electrical
 - 1.6.1. As-built drawing ** draft copy only, final will be submitted once kiosks are installed.
- 1.7. Flare
 - 1.7.1. PI&D diagram and legend
- 1.8. Gas extraction pipe network
 - 1.8.1. As-built drawing

2. FILE C COMMISSIONING FORMS

3. FILE D CERTIFICATES

- 3.1.1. Atex certificates
- 3.1.2. Calibration certificates
- 3.1.3. HDPE certificates
- 3.1.4. COC electrical certificates
- 3.1.5. Flare
- 3.1.6. Civil
- 3.1.7. HDPE pipelines
- 3.1.8. Valves

3.2.2. Description of facility

The Stellenbosch LFG extraction system comprises the following:

Cells 1 and 2

1. Twenty one (21) vertical gas wells ranging in depths from 13m to 24m. The wellheads are exposed, each with sampling points and cut-off valves, and are housed in chambers with lockable lids.
2. 90mm collector pipes connect to all the wellheads and traverse the northwestern slope of Cell2 to connect to Manifold M2.
3. Manifold chamber M2 provides for 4 groups of vertical well connectors to be connected to the main collector as well as a dedicated connection to the gas trap under Cell 2 piggyback liner. At the manifold, each individual line has a sampling point and cut-off valve.
4. Condensate traps for the removal of condensate. There are 4 (CT2-1 to CT2-4) on the mainline and 4 on the top platform of Cells 1and 2, All discharge back into the landfill, either by gravity or via pumps. A special condensate trap is provided at the toes of the



flaring compound embankment for condensate generated in the flaring system. This trap has to be manually pumped out at intervals.

5. The main collector line is a HDPE pipe ranging from 160 mm to 200mm diameter. This main starts at the western toe of Cell 3 and terminates at the flaring compound.
6. The flaring system comprises a container housing all equipment for monitoring and analysing, as well as the blower (which draws the gas in). The flare, by means of which the gas is burned off after analysis, is mounted outside of the container.

Cells 3

1. Nine (9) vertical gas wells ranging in depths from 7m to 24m. The wellheads are exposed, each with sampling points and cut-off valves, and are housed in chambers with lockable lids.
2. 90mm collector pipes connect to all the wellheads and traverse the western slope of Cell3 to connect to Manifold M1.
3. Manifold chamber M1 provides for 3 groups of vertical well connectors to be connected to the main collector. At the manifold, each individual line has a sampling point and cut-off valve.

Flare

1. The flaring system comprises a container housing all equipment for monitoring and analysing, as well as the blower (which draws the gas in). The flare, by means of which the gas is burned off after analysis, is mounted outside of the container.
2. The flaring compound has perimeter security fencing, high mast lighting and water supply.

Note: The Stellenbosch Electricity Department will be responsible for maintaining power to the compound and knock-out pots.

The following scope of services is not exhaustive, and the Contractor shall be expected to have the experience to operate and maintain a landfill gas collection system. The Contractor shall refer to the Piping and Instrumentation Diagram (P&ID) drawings of the extraction and flaring system and the Operation and Maintenance manual.

3.2.3. Operation services

The Contractor shall keep thorough and accurate records and logs and shall schedule appropriate maintenance services in accordance with the facility Operation and Maintenance Manual.

The scope of the services under this contract includes, but not limited, to the following items of work:



3.2.3.1 Wellfield and conveyance piping

Normal operating activities associated with the wellfield and conveyance piping includes:

- The collection field shall be monitored weekly and adjusted a minimum of two (2) times per month or more frequently as necessary throughout the Contract period.
- Inspecting landfill surface for indications that gas venting or air intrusion is taking place.
- Monitoring wellfields and conveyance piping for any needed adjustments and maintenance;
- Ensuring the proper calibration of monitoring instrumentation
- Keeping thorough and accurate records and logs.

Maintenance activities associated with the wellfield and conveyance piping shall include but not be limited to:

- Repairing or replacing system components (e.g., wellheads, condensate traps, valves, pipe fittings, pumps etc.);
- Tightening of bolts and clamps;
- Checking to ensure all mechanical joints are tight, functioning properly, and are not leaking, and remedy any defects detected.
- Check monitoring probes to ensure they are properly functioning without leakage and replace where applicable;
- Re-grading piping where subsidence has taken place;
- Correcting condensate blockages;
- Removing sludge or particulate from the condensate Knock-out Pots (KOPs) and ensuring that the water seal is operating correctly.

3.2.3.2 Blower facilities (Containerised)

Operation of a blower facility requires the following types of activities at regular intervals in accordance with the facility Operation and Maintenance Manual.

- Checking the pressures and temperatures associated with blower suction
- Checking for unusual blower vibration or temperature (weekly)
- Checking the position and condition of valves;
- Determining and recording the quality and temperature of the LFG gas;
- Monitoring instrument air operation;
- Monitoring overall system operations.
- Periodically draining condensate from the blower housing;
- Running standby blowers;
- Observing level of lubricants, and taking corrective action as necessary;
- Greasing appropriate equipment parts



3.2.3.3 Flare system

Operation of a flare system requires the following types of activities at regular intervals in accordance with the facility Operation and Maintenance Manual.

- Checking the alarm or annunciator panel for any system malfunctions
- Observing that the flare temperature is in the proper operating range
- Inspecting the firing condition of the flare (secondary air dampers and flame);
- Checking the valve position at the flare inlet (for proper flare adjustment);
- Ensuring the flame arrester is properly functioning (differential pressure);
- Observing facility flow;
- Maintaining the igniter and pilot fuel systems;
- Removing any condensate from the flare;
- Inspecting high temperature shutdown/switch annually;
- Inspecting condensate equipment corrosion and other maintenance needs;
- Completing a visual and audible check of overall system operations.

3.2.4. Maintenance of equipment

The Contractor must undertake all service, maintenance and repair functions on the equipment installed in terms of this Specification in order to uphold the equipment in accordance with the requirements of the Planned Maintenance Schedule for the facility system.

- a. The Contractor shall operate the equipment and carry out the necessary daily checks. The Contractor shall provide a detailed check list of the operations, checks, tests, etc. that have to be carried out by operational staff on a daily, weekly, monthly and annual basis.
- b. The Contractor shall be responsible for unscheduled repairs to all Plant and Equipment, including the maintenance of corrosion protection systems and procurement of paint coatings, procurement of replacement parts, etc. for the duration of the Contract.
- c. The Contractor shall be responsible for maintaining all equipment, including controls associated with the equipment in a manner which will ensure that the equipment is operationally ready at all times.
- d. A detailed schedule of tasks to be performed during the Contract duration and which shall form the basis of the Planned Maintenance Program must be drawn up by the Contractor for the Employer's Project Manager's approval within 28 days of commencement of the Contract.
- e. Routine maintenance shall be included in the Planned Maintenance Schedule.
- f. Equipment Maintenance
 - Checking and recording of all operating parameters such as hours run, power drawn etc.
 - Measuring and recording of wear plate wear. This shall then be plotted against hours run.
 - Checking and recording of any other wearing parts etc.
 - Check and record vibration.



- Lubrication of bearings.
- Checking and tightening of bolts subject to vibration.
- Replacement of oil filters.
- Checking and tightening of drive belts.
- All work resulting from wear and tear of equipment.
- Prevention of corrosion and touching up of corrosion protection systems.
- Cleaning of strainers / filters as required.
- Check overall cleanliness.
- Check noise levels.
- Start and stop machine to ensure correct procedure and timing.
- Check operators are performing operations correctly as well as recording information.
- Checking all overload relays and protection devices for operation.
- Visually inspecting panels for signs of overheating, corrosion or deterioration.
- Routine inspection of firefighting equipment where applicable.
- Ensure data recorders are operating properly
- Ensure flare system telemetry system is operating properly

g. General Maintenance

- Maintaining cleanliness in all areas in which work is carried out in terms of the Specifications
- Procurement of all lubricating materials and other consumables, including all activities ancillary to procurement such as transport, off-loading, storage, etc.
- Reporting to the Employer's Project Manager as required.
- Co-operation and co-ordination with the Employer's Project Manager as required.
- Co-operation and co-ordination with 3rd parties as required.
- All inspections, tests and checks to fulfil statutory requirements (in particular the Occupational Health and Safety Act).
- All inspections, tests and checks to fulfil technical requirements.

3.2.5. Maintenance and repairs of Information and Communications Technology (ICT) equipment

The scope of services shall include the technical operation, monitoring, repairs and maintenance of the ICT equipment and system on-site at the facility. The Contractor must provide for the replacement of ICT infrastructure and systems comprising the electronic measurement, capturing, recording, management, storage, backup and security of data in terms of emission reduction standards and protocols. Existing and future equipment and software must be suitable to capture, monitor and extract data, and must be compatible with equipment already installed and supplied.

The Contractor shall be responsible for the integrity, status and measuring accuracy of gas, monitoring and measuring equipment, and ICT equipment. This service must include routine calibration of probes and instruments according to emission reduction registry requirements, in order to ensure carbon credits are optimised.



3.2.6. Tools and Spares

All specified and recommended tools and spares to be supplied in terms of the Contract will be available for use by the Contractor and shall be secured by him. In the case of spares, the Contractor shall replace used stock immediately. The Contractor must, in addition, maintain a stock of tools or spares in addition to these, which he considers, based on experience, to be necessary to perform his tasks effectively. A Critical Spares Parts List recommended by the Manufacturer is provided in **Appendix A**.

All tools required for repairs shall be provided by the Contractor.

The Contractor shall provide and use a Landtec GEM 5000 Gas Analyser or equivalent. The GEM or equivalent instruments used by the Contractor shall be maintained in good working order and calibrated in accordance with the manufacturer's specifications.

The Contractor shall maintain and provide the Landtec Annual Service Certification for all Landtec instruments used. In the case of equivalent equipment being utilised – the Contractor shall maintain and provide a similar annual service certification endorsed by the equipment manufacturer.

3.2.7. Data logging and reporting.

The Contractor must log all routine operation and maintenance, non-routine operation and maintenance, minor repairs, monitoring and emergency response on report forms that will conform to the minimum requirements to support claiming carbon credits. Report forms shall be developed by the Contractor and submitted for approval to the Employer within 28 days of the Commencement date.

At each wellhead, manifold and collection pipe in the valve chamber, the Contractor must measure/observe and record the following:

- Measurement person's name
- Time and date measurements taken
- Carbon dioxide concentration (as a basis for well adjustment)
- Oxygen concentration (as a basis for well adjustment)
- Methane concentration (as a basis for well adjustment)
- Balance gas (nitrogen) concentration (as a basis for well adjustment)
- Ambient temperature
- Wellhead vacuum before and after adjustment (to calculate and determine flow)
- Wellhead adjustment valve position (to note degree it is open or closed)

Key process parameters to be measured for the blower facility using gauges, etc. include:

- Measurement person's name;
- Time and date measurements taken;
- Inlet temperature;
- Inlet vacuum;
- Inlet separator differential pressure;



- Ambient temperature;
- Blower suction pressure;
- Blower discharge pressure;
- Blower discharge temperature.

Key process parameters to be measured in the flare system include:

- Measurement person’s name;
- Time and date measurements taken;
- Flare operating temperature;
- Air flow into the flare;
- Flame arrester (differential pressure);
- Flare inlet (pressure);
- Emergency Response.

The Contractor must complete and sign the forms, which must be submitted on the day of the inspection and must be filed on site in the landfill office. Copies of all forms will be transmitted to the Employers Project Manager electronically, or such mechanisms as may be agreed to from time to time.

The Contractor must also provide a monthly project report with a narrative summarising events and issues, with the monthly data that has been collected, project performance and LFG operations and maintenance activities that were conducted. The report must contain data for key parameters, with analyses recommendations and actions to summarise:

- wellfield data to include range of temperatures recorded;
- problems encountered and modifications or repairs made during the month’s wellfield monitoring event;
- the data collected for methane and flow trends;
- any changes to the collection system operations and monitoring program;
- flare station data that includes the range of flow, temperature, oxygen, and methane quality;
- a summary of weekly flare operations and maintenance activities, any problems encountered and modifications or repairs made during the month;
- a table listing monthly flare shutdowns and duration of any shutdowns;
- spares issues affecting operation and performance of systems.

The Contractor must submit the monthly project report together with the associated payment certificate (or invoice) to the Employer’s Project Manager on a date to be agreed at the commencement of the Contract.

3.2.8. Data Management

In addition to the responsibilities of the Contractors Project Manager as specified in section 2.1.1 the data from the flare must be downloaded weekly and a detailed calculation of the emission reductions provided to the Employer’s project manager in the monthly report as well communicated electronically on a routine basis.



The data management services include the routine intermediate storage, backup and the reporting of data in compliance with the emission reduction standards or similar protocols, to monitor and record project performance. Off-site storage capability and retrieval systems, as well as further risk management measures pertaining to disaster recovery applicable in the event of a systems failure, must be included and must be available at the start of the Contract.

The CPM will ensure that all raw and processed project data, and all reports are made available to the Employer at the end of the project. This must be electronically uploaded before the last day of the project to a site, which the Employer's project manager will make available for the project.

3.3. After-hours and Emergency Response: Operations and Repairs

The Contractor must provide the resources for any emergency and after-hours response, repairs and reporting related to the incident and the availability of the plant and equipment in terms of the criteria specified in section 3.2.

An emergency response is one that has occurred outside of normal business hours and payment must be limited to address equipment failure. Spares must be included for (1) the extraction and flare system and (2) the data measurement system within the limits of the provisional sums in the Pricing Schedules.

The Contractor will be responsible for any emergency and after-hours response related to the availability of the LFG collection and flaring system and the Information and Communication Technology (ITC) system, including any additional equipment installed during the Contract duration for emission reduction monitoring and recording. The tenderer must arrive at the facility within four (4) hours of the emergency notification. Emergency response must be provided on a twenty-four (24) hour / seven (7) day per week basis.

The Contractor shall provide the emergency contact numbers of two (2) responsible parties to the Employer. In the event of an alarm call out, the Contractor must contact the Employer by cell phone within one (1) hour during normal working hours, Monday to Fridays between 08:00 and 17:00. For alarm calls received outside of normal working hours, the Contractor shall contact the Employer manager no later than 09:30 of the next business day.

3.4. Routine Training

The Contractor must conduct annual refresher training of such personnel as the Client may select who are or will be involved in the LFG systems operation.

Training shall include the following aspects:

- a) Monitoring requirements
- b) Function of the extraction and flaring system
- c) Adjustments and determination of the correct settings of equipment and machinery.
- d) Optimisation of the plant and equipment.
- e) Safety and Emergency procedures.



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- f) Calibration and cleaning of the instrumentation.
- g) Operation of the Control System.
- h) Maintenance procedures required on all mechanical and electrical equipment in accordance with the Planned Maintenance Program.

The Contractor must provide certificates of training completion.

The Contractor shall further be responsible for:

- a) Preparing the course material.
- b) Preparing the practical training requirements.
- c) Engaging with the Client to have employees" made available for training



4. PART B: PARTICULAR SPECIFICATION: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES

4.1. Scope

This specification is in two (2) parts and covers (a) the services required to register the facility as an emission reduction (ER) project and (b) the provision of services as the Coordinating and Managing Entity (CME) on behalf of the Employer.

4.2. Scope of services

The Contractor must provide the services of a carbon specialist with more than 15 years' experience, to provide carbon advisory services and oversee the registration of the facility and thereafter responsible for the administration and compilation of project emissions and related data and the relevant monitoring reports and any other documentation required to obtain issuance of emission reductions for trading purposes.

4.2.1. Stage 1: Registration of the facility as a carbon mitigation project.

The Employer wishes to pursue the registration of the facility in terms of one of the three standards, Cleaner Development Mechanism (CDM), Verified Carbon Standards (VCS) or Gold Standards (GS) and possibly in terms of other mechanisms that are recognised in the COAS for the registration and administration of carbon emissions projects.

This shall entail the evaluation and registration of the facility and will necessitate the full range of services as required, including the inception phase, advising on applicable methodology, performing an eligibility assessment and developing documentation for registration of the facility.

Registering a carbon credit project in South Africa involves gaining local approval from the Designated National Authority (DNA) at the Department of Mineral Resources & Energy (DMRE) before registration with carbon standard.

Registration will include but not limited to the following key steps;

1. Developing a Project Design Document (PDD) outlining the emissions reduction methodology,
2. Submitting a request for a Letter of Approval (LoA) from the DNA.
3. Engaging a Designated Operational Entity (DOE) for review and validation of the PDD
4. Submitting the validated PDD, LoA, and validation report for final registration.

4.2.2. Stage 2: CME services

The Contractor must provide Coordinating and Managing Entity (CME) services on behalf of the Employer, in relation to the functions or protocols of carbon schemes which may apply.

The service must include the management and verification of data reflecting greenhouse gas destruction to generate and obtain issuance of Emission Reductions certificates for future trading or offset purposes.



The Contractor's carbon specialist will appoint the Designated Operational Entity to manage and oversee the validation and/or verification process in order to obtain issuance of emission reductions.

4.2.3. Carbon advisory services

The carbon advisory scope involves providing knowledge and expertise with emission reduction standards and similar carbon mechanisms and/or standards gained through extensive experience with carbon mitigation projects, especially LFG.

The Contractor must provide the Employer with regular updates on changes occurring in the carbon protocols and the markets and the carbon trading service, to advise on the timing and selling of emission reductions. The formulation of Emission Reduction Purchase Agreements may be required. This service also comprises the compiling of Coordinating and Managing Entity (CME) documentation and operating manual.

Advice will also be required concerning the timing of monitoring, verification and trading processes including the terms and conditions of emission reduction purchase agreements to be concluded between the Employer and purchasers. The service will be provided in terms of local government legislation and financial policies.

The Contractor's carbon specialist must have experience in advising on the terms of the applicable South African Income Tax legislation regarding carbon tax and carbon offsets. The tenderer must explore registering the Municipality's project to the South African Carbon Offset Administration System (COAS), if feasible the tenderer should facilitate the registration process.

It is envisaged that carbon advisory service, or advice on the management of carbon emissions will be necessary on an ad hoc ("as-and-when required") basis. The Employer, however, reserves the right to not utilise these aspects of work.

4.2.4. Evaluation and Registration of non-LFG Projects

The Municipality may consider the registration of carbon mitigation projects related to its operations other than the LFG type of projects, under the emission reduction or a similar mechanism. This may entail the evaluation and registration of new emission reduction projects or carbon mitigation projects registered in other registries, for which a proposal and the indicative pricing for typical projects have to be provided.

This will necessitate the full range of services as outlined in 4.2.1 above from the inception phase, advising on applicable methodology, performing an eligibility assessment, developing documentation for registration of individual projects, including sub-contracting of the verification services of independent auditors in order to obtain issuance of emission reductions.

For example – Alternative Electricity Generation may be considered.



5. OCCUPATIONAL HEALTH AND SAFETY

The Contractor is to appoint a responsible person to comply with the Occupational Health & Safety Act, Act 85 of 1993 General Machinery Regulation 2(1) – Supervision of Machinery Appointment. The Contractor is to allow for all of the above in the rates tendered.

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 (the Act) the Contractor, as an employer in its own right and in its capacity as principal contractor for the execution of the works, shall have certain obligations and the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor, with the provisions of the Act:

- a) The Contractor undertakes to acquaint the appropriate officials and his employees with all relevant provisions of the Act and the Construction Regulations 2014 promulgated in terms of the Act, and
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed by the Act and the Construction Regulations 2014 shall be fully complied with, and
- c) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act or Construction Regulations 2014 pursuant to work performed on behalf of the Employer. In addition, the Contractor shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge, and
- d) The Contractor shall when called upon to do so, enter into and execute an agreement as provided for under Section 37(2) of the Act. The agreement in the relevant form shall be submitted to the Employer, together with a letter of good standing from the Compensation Commissioner, within fourteen days of receipt of the Letter of Acceptance. The Site will not be handed over to the Contractor until the Employer has received the completed Agreement and the letter of good standing,

The Contractor shall ensure that the general public and the Employer's staff, are at all times protected from the works, and that all works areas are properly fenced off. Where the normal use by the public or Employer's staff of access to roadways is restricted due to the construction works, adequate notices and signage of such temporary closures and alternative routes shall be provided.

In addition to the statutory requirements of the Occupational Health and Safety Act and various related statutes, Regulations, Norms and Standards that are applicable to the scope of work, the Contractor shall take adequate Health and Safety precautions when working in, and adjacent to waste. The wastes disposed of at the landfill are classified as general wastes (domestic, commercial, industrial and inert) as well as hazardous. Accordingly, the Contractor shall take adequate precautions to limit any unnecessary contact with these wastes. In addition, in order to instruct and alert the Contractor's and Sub-contractors' staff, appropriate measures must be taken.

The following shall be taken cognisance of;



- a) The Contractor's attention is drawn to the flammable, explosive and asphyxiant nature of landfill gas. This is likely to be present in all waste bodies as well as to accumulate in enclosed spaces (manholes etc.). The Contractor shall take all necessary precautions to ensure the safety of his personnel and all third parties from the dangers of landfill gas.
- b) The flammable constituent of the gas is methane.
- c) Due to the fact that this is an active landfill site, vehicles and plant will be operating in many areas. Special care and precautions must be taken where staff have restricted sight as a result of working with their heads below the general surface and in excavations.
- d) The Contractor's personnel shall not enter the operational areas and contact with waste and leachate must be kept to a minimum.
- e) No scavenging on waste bodies is allowed.
- f) Workmen are to be provided with the appropriate Personal Protective Clothing and equipment.
- g) The lighting of fires, the use of naked flames and smoking on site is strictly prohibited.
- h) The Contractor shall make all Sub-Contractors, visitors and third parties aware of the hazards associated with the landfill and shall ensure that they take the necessary precautions.
- i) Heavy earthmoving machinery and equipment is in use, and heavy vehicles move and discharge waste at the landfill during daylight hours that causes noise and dust.
- j) The waste pile is to be considered unstable, especially at the working face.
- k) Waste pile stability issues could also occur at the edges of a landfill due to erosion.
- l) Wellfields are established across a landfill, with extraction infrastructure and valve chambers that could sometimes be considered enclosed spaces.
- m) The flare running at high temperatures is part of the beneficiation and safety equipment involving the LFG.
- n) The handling of lubricants and other hydrocarbon products could involve spillage and measures that will prevent impact on groundwater, and if spilled, will require clean-up and remediation.
- o) After-hours work will be required on the landfill or in the flare and generator compounds where lighting levels will have to be enhanced.



**APPENDIX A
 CRITICAL SPARE PARTS RECOMMENDED BY MANUFACTURER**

Pos.	Article Name	Item HGT Code	Pcs.
	Container monitoring sensors		
1	Temp. switch jumo exTHERM-AT	HGT00003172	1
2	CH4 sensor, 4-20 mA, 0-100% LEL	HGT00003550	1
3	Spare part CH4 detector head 0...100% LEL	HGT00005559	1
	Gas analyser spare parts		
4	Measuring Gas Pump (5M1) PM213	HGT00000307	1
5	Fine Filter Insert AGF	HGT00000308	1
6	Water stop filter (2C6)	HGT00000309	1
7	Filter Set for fan 2 pcs.	HGT00000310	1
8	SPARE Pipe for Condensate Pump (5M2)	HGT00000311	1
9	Membrane for Measuring Gas Pump (5M1)	HGT00000312	1
11	Valve 230VA (5Y1,5Y2-Gas Analyser)	HGT00000313	1
12	Condensate Pump Type (5M2)	HGT00000314	1
13	Flow monitoring sensor SL5101	HGT00000321	1
14	GAE1 O2 analyzer 0..25%	HGT00000323	1
15	Solenoid valve VA	HGT00000589	1
16	Deflagration arrester F501VA	HGT00000594	1
17	Analysator GAE1 CH4	HGT00001052	1
18	Analysator GAE1 CO2	HGT00001054	1
19	mA - isolator (0)4-20mA	HGT00002098	1
	Main components		
20	Pressure transmitter PMCS1B, absolute pressure	HGT00004799	1
21	TR15 Modular RTD thermometer	HGT00004806	1
22	Thermostat KPS79 gas temperature	HGT00001998	1
23	Thermocouple 2x Pt 10 Rh-Pt "S" 0.35 wire	HGT00003374	1
24	Thermocouple 1x NiCrSi-NiSi "N"	HGT00004971	1
25	Pressure transmitter PMCS1B with factory calibration certificate, gauge pressure	HGT00004885	1
26	Gas pressure switch DG 50UG-4	HGT00001919	1
27	Level sensor FTL41	HGT00003341	1
28	Quick closing valve XVPF AA/NI DN100 FL	HGT00002789	1
29	Flame arrester DN100 Carbon steel	HGT00002462	1
30	Ambistat JUMO heatTHERM-AT / -DR	HGT00002912	1
31	Air flaps feedback potentiometer	HGT00001802	1
32	Air flaps servomotor Belimo SM230A	HGT00001801	1
33	Gas blower Continental 008	HGT00004713	1
	Maintenance parts for components		
34	Replacement eye/cell for UV sensor	HGT00001928	1
35	Spare parts set gas filter GFK 15/20, 10 x pads, 10 x O-rings	HGT00001927	1
36	Spare part pack pressure regulator GDJ15	HGT00001925	1
37	Flame arrester Element DN100/2x0.7 Stainless steel	HGT00003040	1
38	Spare part list for model Blower Continental 008 Biogas	HGT00005556	1



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	Pilot line components		
39	UV sensor UVS 10D0G1	HGT00001926	1
40	Gas Filter GFK 15R10-6	HGT00001917	1
41	Flame arrester 1/2 "	HGT00001931	1
42	Pressure regulator GDJ 15R04-0	HGT00001921	1
43	Burning control unit BCU 370WFEU0D1 230V	HGT00001924	1
44	Right-angle terminal ø 4 mm for ignition electrodes	HGT00001922	2
45	Electrode FE 200 for ignition	HGT00001911	2
46	Gas solenoid valve EVP AM/NI DN15 230V	HGT00002943	1
	General components		
47	Manometer 0...400 mbar	HGT00000925	1
48	ATEX connection box	HGT00002471	1
49	Butterfly valve DN100 + Handle	HGT00000689	1
50	Temperature indicator 0...100 C	HGT00002933	1
51	Manometer -250...0 mbar	HGT00004951	1
52	Manometer 0...160 mbar	HGT00002932	1
53	Manometer -160...0 mbar	HGT00002930	1
54	Ballvalve stainless steel 1/2	HGT00001947	1



17. PRE-QUALIFICATION SCORE SHEET

Criteria	Minimum years of experience	Minimum number of projects
Verifiable relevant experience providing operation and maintenance of landfill gas extraction and conveyance systems. Evidence required: List of projects with contactable references.	5 Years	3 Projects
Verifiable relevant experience providing carbon advisory services for landfill gas projects, advisory and other carbon emissions mitigation projects Evidence required: List of projects with contactable references.	5 Years	3 Projects

STAFF REQUIREMENTS

All staff must have suitable qualifications in the following fields: Engineering, Science/ Environmental, ICT.

Greyed out blocks in table below indicate that criteria do not apply to the position.

Position	Criteria	Project Director/Project Manager	Wellfield/flare technician	ICT Technician	Carbon advisor
Qualifications	Degree or Diploma				
	Diploma or NQF 5				
Experience in design of and operation and maintenance of landfill gas extraction systems	Minimum experience (years)	10	5		
Experience in data logging/SCADA systems	Minimum experience (years)			5	
Verifiable experience in landfill gas carbon advisory services, emission reduction project	Minimum experience (years)				5



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registration, verification and validation and carbon trading.					
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Notes to Table

Qualifications: A degree is qualified as a 3- or 4-year degree in a relevant discipline at a registered university. A diploma is qualified as a 3- or 4-year National Diploma in a relevant discipline obtained from a registered University or Technicon. NQF qualification should be Level 05 or higher in the fields of Engineering, Science/ Environmental, ICT.

CVs or resumes must be submitted with a copy of the relevant qualifications as per the table above.

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



18. SCHEDULE OF PLANT AND EQUIPMENT

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

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

Attach additional pages if mores space is required.

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

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. SCHEDULE OF SUBCONTRACTORS

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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

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

Attach additional pages if more space is required.

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



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

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

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

Attach additional pages if more space is required.

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



22. PRICING SCHEDULE

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

I / We _____

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

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

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

Please note the following:

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



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SECTION A: OPERATION AND MAINTENANCE (2026/27 Financial year until 30 June 2027)

Item	Description	Unit	Qty	Rate	Amount
A1	SECTION A : OPERATION AND MAINTENANCE				
A1.1	WELLFIELD AND FLARE SYSTEM				
A1.1	Operating Procedures: The sum shall cover all costs and expenses for the preparation, submission and approval of the Contractors Operating Procedures for the Operation and Maintenance of the Landfill Gas Management System	Sum			
A1.2	Wellfield and flare operations. The rate shall include for all costs and expenses associated with providing operational staff including supervision, transport, after hour callouts, office and storage facilities, ablutions, water supply and electric power to undertake the day-to-day attendance on the complete landfill gas extraction and flaring system as per the Scope of Services including preparation and submission of all reporting requirements.	month	12		
A1.3	Wellfield and flare maintenance; The rate shall include for all costs and expenses associated with undertaking scheduled operational maintenance of the landfill gas extraction system complete as per the Scope of Services including all labour, spares, consumables and attendance on breakdowns and preparation and submission of all reporting requirements.	month	12		
A1.4	Allowance for supervision and labour costs for repairs resulting from an emergency callout.	hour	50		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item	Description	Unit	Qty	Rate	Amount
A1.5	Allowance for the handover of newly completed sections of the wellfield from a construction contractor to ensure system functionality including the attendance and provision of advisory input to complete the snag list items	No.	1		
A1.6	Health and safety requirements as per specification.	month			
A1.7	Rate for all testing for all environmental compliance requirements as per relevant legislation as and when required.	Sum			
A1.8	Construction works to repair and maintain existing infrastructure.	Prov Sum	300 000		300 000
A1.9	Overheads, charges and profits on Item A1.6	%			
A1.10	Provision of spares for flare compound as per spares lists.	Prov Sum	500,000		500,000
A1.11	Overheads, charges and profits on Item A1.8	%			
A1.12	Specialist calibration of gas flow measurement instrument	No.	1		
A1.13	Annual specialist servicing of stationary gas analysing system.	No.	1		
A1.14	Weekly calibration of landfill gas analyser.	year	1		
A1.15	Annual service certification of portable Landtec or equal gas analyser.	No.	1		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item	Description	Unit	Qty	Rate	Amount
A1.16	Preparation of training materials and documentation as per specification	Sum			
A1.17	Routine training of Clients staff as per Specifications	hour	50		
A1.18	Input at design stage of wellfield system expansions and input on snag lists prior to commissioning and handover of capital works.	hour	10		
A1.19	Attendance at monthly project meetings.	No.	12		
A1.20	Compilation and submission of the monthly report	No.	12		
A2	ITC EQUIPMENT				
A2.1	ITC Operation and maintenance	month	12		
A2.2	Provision of spares for ICT system	ProvSum	80 000		80 000
A2.3	Overheads, charges and profits on Item A2.2	%			
TOTAL (SECTION A)					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES

Item	Description	Unit	Qty	Rate	Amount
	SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES				
B1	FACILITY REGISTRATION				
B1.1	Develop a Project Design Document (PDD)	No.	2		
B1.2	Preparation, implementation and reporting of stakeholder consultations.	No.	2		
B1.3	Obtain Letter of Approval from Designated National Authority	No.	2		
B1.4	Appointment of a Designated Operational Entity (DOE) for review and validation of the PDD including all costs and attendance to all queries until issuance of validation.	No.	2		
B1.5	Submitting the validated PDD, LoA, and validation report for final registration including all costs and attendance to all queries until confirmation of registration.	No.	2		
B1.6	Eligibility assessment Report of non-LFG projects.	No.	1		
B2	CME SERVICES				
B2.1	Data monitoring, collection, storage and report	month	12		
B2.2	Data compilation and calculation of the monthly CERs generated, attendance at monthly feedback meetings and annual reporting of CERs generated.	month	12		
B2.3	Appointment of a Designated Operational Entity (DOE) to manage and oversee the verification process in accordance with the emission reduction protocol including all costs and attendance to all	No.	1		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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	queries until issuance of Emission Reduction certificates.				
B3	AD-HOC ADVISORY SERVICES				
B3.1	Ad-hoc carbon advisory services as per specification.	hour	40		
B3.2	Prepare and submit documentation for carbon tax purposes.	hour	40		
B3.3	Attend meetings (ad hoc)	No.	3		
TOTAL (SECTION B)					

SUMMARY (2026/2027 Financial Year 1)

		Amount	
SECTION A	OPERATION AND MAINTENANCE	R	
SECTION B	EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES	R	
SUB-TOTAL		R	
ADD: VAT at the rate of 15%		R	
FINAL TOTAL (YEAR 1 - 2026/2027)		R	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SECTION A: OPERATION AND MAINTENANCE (2027/28 1 July 2027 until 30 June 2028)

Item	Description	Unit	Qty	Rate	Amount
A1	SECTION A: OPERATION AND MAINTENANCE				
A1.1	WELLFIELD AND FLARE SYSTEM				
A1.1	Operating Procedures: The sum shall cover all costs and expenses for the preparation, submission and approval of the Contractors Operating Procedures for the Operation and Maintenance of the Landfill Gas Management System	Sum			
A1.2	Wellfield and flare operations. The rate shall include for all costs and expenses associated with providing operational staff including supervision, transport, after hour callouts, office and storage facilities, ablutions, water supply and electric power to undertake the day-to-day attendance on the complete landfill gas extraction and flaring system as per the Scope of Services including preparation and submission of all reporting requirements.	month	12		
A1.3	Wellfield and flare maintenance; The rate shall include for all costs and expenses associated with undertaking scheduled operational maintenance of the landfill gas extraction system complete as per the Scope of Services including all labour, spares, consumables and attendance on breakdowns and preparation and submission of all reporting requirements.	month	12		
A1.4	Allowance for supervision and labour costs for repairs resulting from an emergency callout.	hour	50		
A1.5	Allowance for the handover of newly completed sections of the wellfield from a construction contractor to ensure system functionality including	No.	1		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item	Description	Unit	Qty	Rate	Amount
	the attendance and provision of advisory input to complete the snag list items				
A1.6	Health and safety requirements as per specification.	month			
A1.7	Rate for all testing for all environmental compliance requirements as per relevant legislation as and when required.	Sum			
A1.8	Construction works to repair and maintain existing infrastructure.	Prov Sum	325 000		325 000
A1.9	Overheads, charges and profits on Item A1.6	%			
A1.10	Provision of spares for flare compound as per spares lists.	Prov Sum	500,000		500,000
A1.11	Overheads, charges and profits on Item A1.8	%			
A1.12	Specialist calibration of gas flow measurement instrument	No.	1		
A1.13	Annual specialist servicing of stationary gas analysing system.	No.	1		
A1.14	Weekly calibration of landfill gas analyser.	year	1		
A1.15	Annual service certification of portable Landtec or equal gas analyser.	No.	1		
A1.16	Preparation of training materials and documentation as per specification	Sum			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item	Description	Unit	Qty	Rate	Amount
A1.17	Routine training of Clients staff as per Specifications	hour	50		
A1.18	Input at design stage of wellfield system expansions and input on snag lists prior to commissioning and handover of capital works.	hour	10		
A1.19	Attendance at monthly project meetings.	No.	12		
A1.20	Compilation and submission of the monthly report	No.	12		
A2	ITC EQUIPMENT				
A2.1	ITC Operation and maintenance	month	12		
A2.2	Provision of spares for ICT system	ProvSum	85 000		85 000
A2.3	Overheads, charges and profits on Item A2.2	%			
TOTAL (SECTION A)					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES

Item	Description	Unit	Qty	Rate	Amount
	SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES				
B1	FACILITY REGISTRATION				
B1.1	Develop a Project Design Document (PDD)	No.	2		
B1.2	Preparation, implementation and reporting of stakeholder consultations.	No.	2		
B1.3	Obtain Letter of Approval from Designated National Authority	No.	2		
B1.4	Appointment of a Designated Operational Entity (DOE) for review and validation of the PDD including all costs and attendance to all queries until issuance of validation.	No.	2		
B1.5	Submitting the validated PDD, LoA, and validation report for final registration including all costs and attendance to all queries until confirmation of registration.	No.	2		
B1.6	Eligibility assessment Report of non-LFG projects.	No.	1		
B2	CME SERVICES				
B2.1	Data monitoring, collection, storage and report	month	12		
B2.2	Data compilation and calculation of the monthly CERs generated, attendance at monthly feedback meetings and annual reporting of CERs generated.	month	12		
B2.3	Appointment of a Designated Operational Entity (DOE) to manage and oversee the verification process in accordance with the emission reduction protocol including all costs and attendance to all	No.	1		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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	queries until issuance of Emission Reduction certificates.				
B3	AD-HOC ADVISORY SERVICES				
B3.1	Ad-hoc carbon advisory services as per specification.	hour	40		
B3.2	Prepare and submit documentation for carbon tax purposes.	hour	40		
B3.3	Attend meetings (ad hoc)	No.	3		
TOTAL (SECTION B)					

SUMMARY (2027/2028 Financial Year 2)

		Amount	
SECTION A	OPERATION AND MAINTENANCE	R	
SECTION B	EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES	R	
SUB-TOTAL		R	
ADD: VAT at the rate of 15%		R	
FINAL TOTAL		R	

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CAPACITY		DATE	
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SECTION A: OPERATION AND MAINTENANCE (2028/29 Financial 1 July 2028 until 30 June 2029)

Item	Description	Unit	Qty	Rate	Amount
	SECTION A : OPERATION AND MAINTENANCE				
A1	WELLFIELD AND FLARE SYSTEM				
A1.1	Operating Procedures: The sum shall cover all costs and expenses for the preparation, submission and approval of the Contractors Operating Procedures for the Operation and Maintenance of the Landfill Gas Management System	Sum			
A1.2	Wellfield and flare operations. The rate shall include for all costs and expenses associated with providing operational staff including supervision, transport, after hour callouts, office and storage facilities, ablutions, water supply and electric power to undertake the day-to-day attendance on the complete landfill gas extraction and flaring system as per the Scope of Services including preparation and submission of all reporting requirements.	month	12		
A1.3	Wellfield and flare maintenance; The rate shall include for all costs and expenses associated with undertaking scheduled operational maintenance of the landfill gas extraction system complete as per the Scope of Services including all labour, spares, consumables and attendance on breakdowns and preparation and submission of all reporting requirements.	month	12		
A1.4	Allowance for supervision and labour costs for repairs resulting from an emergency callout.	hour	50		
A1.5	Allowance for the handover of newly completed sections of the wellfield from a construction	No.	1		

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CAPACITY		DATE	
NAME OF FIRM			



Item	Description	Unit	Qty	Rate	Amount
	contractor to ensure system functionality including the attendance and provision of advisory input to complete the snag list items				
A1.6	Health and safety requirements as per specification.	month			
A1.7	Rate for all testing for all environmental compliance requirements as per relevant legislation as and when required.	Sum			
A1.8	Construction works to repair and maintain existing infrastructure.	Prov Sum	350 000		350 000
A1.9	Overheads, charges and profits on Item A1.6	%			
A1.10	Provision of spares for flare compound as per spares lists.	Prov Sum	500,000		500,000
A1.11	Overheads, charges and profits on Item A1.8	%			
A1.12	Specialist calibration of gas flow measurement instrument	No.	1		
A1.13	Annual specialist servicing of stationary gas analysing system.	No.	1		
A1.14	Weekly calibration of landfill gas analyser.	year	1		
A1.15	Annual service certification of portable Landtec or equal gas analyser.	No.	1		
A1.16	Preparation of training materials and documentation as per specification	Sum			

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Item	Description	Unit	Qty	Rate	Amount
A1.17	Routine training of Clients staff as per Specifications	hour	50		
A1.18	Input at design stage of wellfield system expansions and input on snag lists prior to commissioning and handover of capital works.	hour	10		
A1.19	Attendance at monthly project meetings.	No.	12		
A1.20	Compilation and submission of the monthly report	No.	12		
A2	ITC EQUIPMENT				
A2.1	ITC Operation and maintenance	month	12		
A2.2	Provision of spares for ICT system	ProvSum	90 000		90 000
A2.3	Overheads, charges and profits on Item A2.2	%			
TOTAL (SECTION A)					

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NAME OF FIRM			



SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES

Item	Description	Unit	Qty	Rate	Amount
	SECTION B: EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES				
B1	FACILITY REGISTRATION				
B1.1	Develop a Project Design Document (PDD)	No.	2		
B1.2	Preparation, implementation and reporting of stakeholder consultations.	No.	2		
B1.3	Obtain Letter of Approval from Designated National Authority	No.	2		
B1.4	Appointment of a Designated Operational Entity (DOE) for review and validation of the PDD including all costs and attendance to all queries until issuance of validation.	No.	2		
B1.5	Submitting the validated PDD, LoA, and validation report for final registration including all costs and attendance to all queries until confirmation of registration.	No.	2		
B1.6	Eligibility assessment Report of non-LFG projects.	No.	1		
B2	CME SERVICES				
B2.1	Data monitoring, collection, storage and report	month	12		
B2.2	Data compilation and calculation of the monthly CERs generated, attendance at monthly feedback meetings and annual reporting of CERs generated.	month	12		
B2.3	Appointment of a Designated Operational Entity (DOE) to manage and oversee the verification process in accordance with the emission reduction	No.	1		

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	protocol including all costs and attendance to all queries until issuance of Emission Reduction certificates.				
B3.1	Ad-hoc carbon advisory services as per specification.	hour	40		
B3.2	Prepare and submit documentation for carbon tax purposes.	hour	40		
B3.3	Attend meetings (ad hoc)	No.	3		
TOTAL (SECTION B)					

SUMMARY (2028/2029 Financial Year 3)

		Amount	
SECTION A	OPERATION AND MAINTENANCE	R	
SECTION B	EMISSION REDUCTION REGISTRATION, CME AND ADVISORY SERVICES	R	
SUB-TOTAL		R	
ADD: VAT at the rate of 15%		R	
FINAL TOTAL		R	

TOTAL PRICE FOR 3 YEARS

FINANCIAL YEARS	TOTALS
Financial Year 1 – 2026/27	
Financial Year 2 – 2027/28	
Financial Year 3 – 2028/29	
FINAL TOTAL	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. DECLARATION BY TENDERER

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

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

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

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

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

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