

**QUOTATION 8/2/20-2021 MN70/2021**

**SUPPLY AND DELIVERY OF STREET LIGHTS AND FLOOD LIGHTS (LED)**

**FQ DOCUMENT**

<b>NAME OF BIDDER:</b>			
<b>QUOTATION AMOUNT:</b>			
<b>B-BBEE LEVEL:</b>			
<b>MUNICIPAL AREA:</b>			
<b>PLEASE REFER TO PAGE 73 AND TICK AS APPROPRIATE: SMME</b>	<b>MICRO</b>	<b>SMALL</b>	<b>MEDIUM</b>



## **BERGRIVIER MUNISIPALITEIT**

### **QUOTATION 8/2/20-2021 / MN70-2021: SUPPLY AND DELIVERY OF STREET LIGHTS AND FLOOD LIGHTS (LED)**

**QUOTATIONS** are hereby requested from service providers for the supply and delivery of street lights and flood lights, as set out in the specifications.

Quotations in sealed envelopes clearly marked **“Quotation 8/2/20-2021 / MN70-2021 Supply and delivery of street lights and flood lights”**, must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Tuesday, 20 April 2021**, when quotations will be opened in public.

Quotation documents that contain the minimum requirements are available on Berggrivier Municipality's website ([www.bergmun.org.za](http://www.bergmun.org.za)) free of charge, or a hard copy from Ms. Revedy Hendricks at tel. no. 022 913 6036 or e-mail: [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za) during normal office hours at a quotation fee of **R70.00** payable to the Municipality. All technical enquires, contact Mr. Neels Rossouw at tel. no. 022 913 6000 or email: [rossouwn@bergmun.org.za](mailto:rossouwn@bergmun.org.za)

Quotations must be valid and binding for one hundred and twenty (120) days after closing date.

**This invitation supports the local manufacturing initiatives of the National Government. ONLY locally produced goods, with a set minimum threshold for local production and content will be considered. The Bid documentation submitted MUST be subject to local content as set out in the specifications. (Steel products – 100%; Electrical cables – 90%)**

Quotations will be evaluated according to Council's Supply Chain Management Policy. It is thus compulsory to complete the Preferential Points claim form of the Preferential Procurement Regulations in order to qualify for preference points. **Prices must include VAT.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/Centralized Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Late, incomplete or quotations received by fax will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN70/2021**

**12 April 2021**



## **BERGRIVIER MUNICIPALITY**

### **KWOTASIE 8/2/20-2021 / MK70-2021: VOORSIEN EN AFLEWERING VAN STRAATLIGTE EN SPREILIGTE (LED)**

**KWOTASIES** word hiermee aangevra van diensverskaffers vir die voorsien en aflewering van straatligte en spreiligte, soos uiteengesit in die spesifikasies.

Kwotasies in verseëelde koeverte en duidelik buite op gemerk "**Kwotasie 8/2/20-2021 / MK70-2021 Voorsien en aflewering van straatligte en spreiligte**" moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Dinsdag, 20 April 2021**, waarna kwotasies in die openbaar oopgemaak sal word.

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen fooi of 'n harde kopie by Me. R. Hendricks by tel. no. 022 913 6036 of e-pos: [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za) gedurende normale kantoor ure, teen 'n kwotasiefooie van **R70.00** betaalbaar aan die Munisipaliteit. Alle tegniese navrae moet gerig word aan Mnr. Neels Rossouw by tel. no. 022 913 6000 of per e-pos: [rossouwn@bergmun.org.za](mailto:rossouwn@bergmun.org.za)

Kwotasies is geldig en bindend vir een honderd en twintig (**120**) dae na sluitingsdatum.

**Hierdie uitnodiging ondersteun die plaaslike vervaardigingsinisiatiewe van die Nasionale regering. SLEGS plaaslik vervaardigde goedere, met 'n vasgestelde minimum drumpel vir plaaslike produksie en inhoud sal oorweeg word. Die Bod dokumentasie wat ingedien word MOET onderhewig wees aan plaaslike inhoud soos uiteengesit in die spesifikasies. (Staal produkte – 100%; Elektriese kables – 90%)**

Kwotasies sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20 puntstelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeerpunte. **Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffers databasis (SDB) nommer (MAAA....), moet saam met die kwotasie dokument ingedien word. Nie-nakoming hiervan sal die uitslag van die kwotasie ongeldig verklaar.

Laat, onvolledige kwotasies of kwotasies wat per faks ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar. Indien goeie pryse vir items ontvang word kan Raad die hoeveelhede aanpas om voordeel daaruit te trek.

**MUNISIPALE KANTORE  
KERKSTRAAT 13  
BESTUURDER  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNISIPALE**

**MK70/2021**

**12 April 2021**



# **BERGRIVIER MUNICIPALITY**

## **SUPPLY CHAIN MANAGEMENT REQUEST FOR FORMAL QUOTATIONS**

### **FQ 8/2/20-2021 / MN70-2021 SUPPLY AND DELIVERY OF STREET LIGHTS AND FLOOD LIGHTS (LED)**

**Notice** is hereby given that quotations are invited from service providers for the **supply & delivery of street lights and flood lights**, as set out in the specifications.

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

The CSD supplier number starting with (MAAA) is automatically generated upon successful registration and validation. This MAAA number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations which form part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self-register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za). Registration with the CSD is compulsory in order to conduct business with BERGRIVIER Municipality.

**This bidding document is available on our website, free of charge, at [www.bergmun.org.za](http://www.bergmun.org.za). A non-refundable deposit of R70.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Church Street, Piketberg, 7320.**

Any specification / administration enquiries can be directed to Mr. N. Rossouw at tel. no. 022 913 6000 / email: [rossouwn@bergmun.org.za](mailto:rossouwn@bergmun.org.za) and any Supply Chain Management (SCM) enquiries may be directed to Ms. R. Hendricks at tel. 022 913 6036 / email address [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za)

Sealed bids with the Bidder's name, address and the endorsement "**FQ 8/2/20-2021 / MN70/2021 Supply & delivery of street lights and flood lights**" on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Kerk Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than **Tuesday, 20 April 2021 at 12h00** when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

Framework Act and the Preferential Procurement Regulations, 2017.

The 80/20 points system will be applicable.

PRICE	<b>80</b>
B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>20</b>
TOTAL POINTS FOR PRICE AND B-BBEE	<b>100</b>

Prospective service providers are advised to consult the Municipality's Supply Chain Management Policy for the detail.

Municipal Manager  
Bergrivier Municipality.



## BERGRIVIER MUNICIPALITY

Administrative enquiries: R. Hendricks Ref: 8/2/20-2021 Tel: (022)-913 6000 Fax: (022) 913 1380  
E-mail: [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za)

Mr/Mrs \_\_\_\_\_

Dear Sir / Madam

### **FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:**

**(Over R30 000.00 up to a transaction value of R200 000.00 (VAT included))**

### **FQ: 8/2/20-2021 / MN70-2021 SUPPLY AND DELIVERY OF STREET LIGHTS AND FLOOD LIGHTS (LED)**

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street, and Piketberg no later than **Tuesday, 20 April 2021 @ 12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be **fixed** and **must be inclusive of VAT**.
- A firm delivery period must be indicated.
- **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing, or an original or copy of tax clearance certificate. Page 6.**
- **Quotations over a value of R 30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for Quotations duly completed, and the enclosed Declaration of interest MB4 , MBD 7, MBD 8, MBD 9, must be scrutinized, completed and submitted together with your quotation.**
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

**Failure to comply with the highlighted conditions will invalidate your offer.**

THIS REQUEST FOR A FORMAL QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY, FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

MSCM regulations: "in the service of the state" means must be -

- a) a Member of -
  - (i) any municipal Council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of province;
- 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.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF COMPANY .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE .....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

TAX PIN..... Tax Reference Number .....

CSD no. MAAA.....

INCLUDE AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED/ TSC PIN: **YES/NO**

INCLUDE A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1): **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A SWORN AFFIDAVIT

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. **NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY**)

**Recent municipal account of company (not older than 90 days) MUST be attached.**

**Recent municipal accounts of all the Directors/Shareholders - MUST be attached.**

**IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT.**

**IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS. COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT.**

SIGNATURE OF SERVICE PROVIDER ..... DATE .....

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED .....

Yours faithfully

**Adv. Hanlie Linde  
MUNICIPAL MANAGER**

**Date: 12 April 2021**



## **BERGRIVIER MUNICIPALITY**

<b>ANNEXURES &amp; TITLE</b>	<b>FORM NO.</b>
1.1 Covering letter – Invitation to bid	MBD 1
1.2 Tax Clearance Requirements- Updated MBD 2 form must be submitted.	MBD 2
1.3 Pricing schedule – Fixed prices	MBD 3.2
1.4 Declaration of Interests	MBD 4
1.5 BBBEE	MBD 6.1
1.6 Contract form – Purchase of goods/works	MBD 7.1
1.7 Declaration of Bidders past Supply Chain Management Practises	MBD 8
1.8 Certificate of independent proposal determination	MBD 9
1.9 General Contract Conditions	GCC
<b><u>ADDENDUM</u></b>	
1. Check list	BM 1



# **BERGRIVIER MUNICIPALITY**

BM 1

## **CHECK LIST**

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All BERGRIVIER Municipality Individual(s) proposal documents will have the typical check list as an attachment. This list is to assist all bidders to submit complete proposals.

Bidders are to check the following points before the submission of their proposal:

1. All pages of the document have been read by the contractor.
2. Any discrepancy and misunderstanding is cleared with the relevant officials.
3. All pages requiring information have been **completed in black ink.**
4. The Schedule of Quantities have been checked for arithmetic correctness.
5. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
6. The total from the summary page has been carried forward to the Form.
7. Surety details where applicable have been included in the proposal.
8. All sections requiring information have been completed.
9. Bidder ensured that all documents is properly completed and signed.
10. The contractor has complied with the proposal prerequisites.
11. The document is submitted before **12h00** on the due date at the designated bid box of BERGRIVIER Municipality.





## **BERGRIVIER MUNICIPALITY**

# **TAX CLEARANCE REQUIREMENTS**

MBD 2

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. The **Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider's status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of a valid Tax Clearance Certificate but have a TCS pin must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number

3. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za).

4. If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

5. Non adherence to point 4 above may invalidate your offer.



## **BERGRIVIER MUNICIPALITY**

MBD 3.2

### **PRICING SCHEDULE – FIRM PRICES**

**NOTE: ONLY FIXED PRICES WILL BE ACCEPTED. FIRM & NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.**

Name of Bidder.....	FQ Number: <b>8/2/20-2021</b>
Closing Time: <b>12h00</b>	Closing Date: <b>20 April 2021</b>

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF OFFER**

Required by: BERGRIVIER Municipality

<b>ITEM / PRODUCT DESCRIPTION</b>	<b>QTY</b>	<b>PRICE</b>
<b><u>STREET LIGHTS (LED)</u></b>		<b>R</b>
<b><u>FLOOD LIGHTS (LED)</u></b>		<b>R</b>
<b>Delivery</b>		<b>R</b>
<b>Subtotal EXCL. VAT</b>		<b>R</b>
<b>VAT (15%)</b>		<b>R</b>
<b>GRAND TOTAL IN RAND (VAT INCLUSIVE)</b>		<b>R</b>

- The pricing must be fixed.
- The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.
- Please Note: BERGRIVIER Municipality reserve the right to downward/upward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.**
- If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.**



## LED STREETLIGHT AND FLOODLIGHT TECHNICAL SPECIFICATIONS

### GENERAL

Only offers for streetlights which bear the SANS mark with maintenance facilities and spare parts located in the Western Cape will be considered.

Complete technical details, specifications and copies of test certificates of the luminaires offered shall be submitted with the tender. Tenders received without the documentation will not be considered.

All luminaires shall be delivered to Berggrivier Municipality, Piketberg facilities for storage. Each luminaire shall be delivered completely assembled ready for use and shall be individually packed in suitable and sturdy containers such as cardboard boxes. The internal packaging shall be such that no damage shall occur to the luminaire (during normal handling). The containers shall be marked with appropriate description and stock code of the luminaire contained within.

Standards applicable

IEC 60598-1 Luminaires - Part 1: General requirements and tests

IEC 60598-2-3 Luminaires - Part 2: Particular requirements - Section 3: Luminaires for road and street lighting

ISO 4762 Hexagon socket head cap screws

SANS 529 Heat-resisting wiring cables

SANS 121 Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods.

SANS 1088 Luminaire entries and spigots

SANS 1091 Natural colour standards for paints

SANS 60529 Degrees of protection provided by enclosures (IP Code)

SANS 1507 Electric cables with extruded solid dielectric insulation for fixed installations

(300/500 V to 1 900/3 300 V) Part 3: PVC Distribution cables

SANS 1574 Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC-insulated cores and cables

2014 SANS ARP 035 Guidelines for the installation and maintenance of street lighting, aa

SANS 61000-3-2 Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current  $\leq 16$  A per phase)

OHSACT (Act 85 of 1993) Occupational Health and Safety Act and Regulations

## LED STREETLIGHTS AND FLOODLIGHTS GENERAL SPECIFICATION

The LED luminaire shall be designed to meet the lighting criteria for Group B roads.

The luminaire shall be designed in accordance with the following requirements:

- a. Design life: In excess of 25 years.
- b. The luminaire shall incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current shall be reduced to a safe temperature level. The temperature sensor shall not completely switch off the LEDs at high temperatures, which shall facilitate maintenance to be undertaken during daylight hours.
- c. The power supply or driver shall be able to withstand surges of up to 10kV/10kA by means of an external inline fused surge protection device mounted inside the gear compartment. This surge protection shall be easily replaceable.
- d. The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment. The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.
- e. Minimum IP rating of the light compartment, including driver compartment: IP66.
- f. The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass (IK08) or high-impact acrylic (IK10).
- g. It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.
- h. The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. The top surface shall be curved in shape.
- i. The LED life expectancy shall be 60,000 hours at 80% lumen maintenance. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
- j. Use of high efficiency LED's (> 115 lumens/watt: Absolute photometry) CRI > 70. Documentary evidence of compliance to this clause shall be submitted with the tender.
- k. Colour temperature shall be neutral white (4 000K) with an option to be supplied in warm white (3000K). A report from the LED vendor, for LED's used in the luminaire, shall be submitted, which shall include the following documentary evidence:
  - Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
  - LED drive current.
  - LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
  - The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
  - Documentary evidence, confirming that the failure of one LED will not cause additional LED's to fail.
- l. Direct conduction & maximized surface for external heat exchange shall be provided.
- m. The luminaire housing shall be constructed of marine grade high pressure die cast EN 1706 AC-44300 or LM6 aluminium. Tenderers shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The housing shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, ultraviolet light resistant and vandal resistant.

- n. Luminaire closure shall be by means of a clip mechanism.
- o. The control gear compartment shall be incorporated into the luminaire housing.
- p. The power supply connection must take place inside the luminaire.
- q. All components of the streetlight shall be accommodated inside the aluminium die cast housing and there shall be no exposed wiring or cables.

**SPIGOT ENTRIES:**

Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the

fitting axis and shall comply with Table 1 of SANS 1088 as follows:

- For Type 2 luminaires (side entry): Nominal size 42 mm

The luminaire shall be secured to the spigot by means of at least two stainless steel M8 grub screws, as specified in ISO 4762. This shall be done from the inside of the luminaire to minimise the risk of vandalism and theft.

**POWER SUPPLY:**

- The power factor shall be rated at  $\geq 0.95$ .
- The power supply shall be removable and shall be suitable for operation with the specified rating of the lamp on a 200-260 VAC 50Hz single phase system.
- Operating temperatures shall be from -15deg to +60deg on the housing (case temperature).
- Operating humidity shall be from 20% to 95%.
- Provisions shall be made to withstand surges up to 10kV/10kA.
- The unit shall be EMC compliant to the EN55015 and EN61347-1 standard.
- The unit shall provide the option to add a daylight sensor.

**LED STREETLIGHT LUMINAIRE MARKINGS**

Each luminaire shall bear the name or trade mark of the **manufacturer** and the **date of manufacture**.

**LED STREETLIGHT LUMINAIRE TEST REPORTS**

Failure to provide test reports of the following tests called for will result in the rejection of the Tender:

Type test according to IEC 60598-1:2004 and IEC 60598-2-3:2003.

IP rating test reports for all items offered in accordance with SANS 60529.

A separate ambient temperature (Ta rating) test report shall be provided, in accordance with SANS 475.

The test reports shall be issued by SANS or IEC accredited test authority.

**15.1 DETAILS OF 35- 40W LED STREETLIGHT REQUIRED**

Direct replacement for 125W MV luminaire w.r.t. average illuminance on road surface.

Comparative photometric data and horizontal and vertical illuminance graphs of LED and 125W MV luminaires to be included in tender submission.

Construction: Marine Grade EN 1706 AC-44300 or LM6 Aluminium

LED's: 12-16 Leds x 35-40W

LED Current: Maximum 700mA

Minimum Lumen output: 4200

Protector: Tempered glass (IK08)

LED and Driver unit replaceable  
Lighting Distribution: Urban road width 8-10m, pole spacings 36-60m  
Mounting Height: 7-8m  
Mounting inclination: Existing mounting arms generally 15°  
MCB: Not required  
Daylight Switch: Not required  
Minimum Full Guarantee period: 3 Years

## **TECHNICAL DETAILS OF EQUIPMENT OFFERED**

### **35-40W LED STREETLIGHT LUMINAIRES**

Name of the LED streetlight luminaire manufacturer.....

Place of manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western Cape.....

Type of luminaire LED.....

What is the nominal lumen flux at Tq of 35  
0C?.....

Luminaire installation inclination angle  
.....

Rated  
wattage.....

Number of LEDS per  
luminaire.....

LED  
Current.....

Class and type of  
luminaire.....

Replacement for 125W MV luminaire w.r.t. average illuminance  
on road surface (Yes/No).....

Comparative photometric data of LED and 125W MV luminaires included in  
tender submission (Yes/No).....

Colour temperature.....

Luminaire efficacy  
lm/W.....

Colour rendering index 65 (minimum).....

Lumen Depreciation of the LED luminaire when installed for 50 000 hours (min.) 80% of  
initial lumens.....

Bears SANS 60529  
Mark.....

Degree of protection to SANS  
60529.....

Material of the LED luminaire.....

Aluminium grade of housing.....

Does the luminaire have a heat sink?  
.....

Standard to which hot-dip galvanising all ferrous components comply with  
.....

Steel grade for toggle clips, bolts, screws, nuts and washers.....

Location of the LED drivers.....

Sealed LED and driver unit replaceable without removal of luminaire.....

Type and nominal size of spigot entry.....

Maximum length of spigot entry into luminaire.....

Material of protector lens High impact glass or acrylic.....

Material of gasket silicon.....

Driver specification with which drivers or power supply complies  
.....

Driver manufacturer.....

Voltage service range of driver.....

Type of Driver or power supply.....

Power factor of the power supply 0,95 lagging (min).....

Operating frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2  
.....

Gross mass of complete luminaire  
.....

Have test reports been submitted with the tender documents  
.....

Guarantee period.....

## ITEM 15.2

### 35-40W LED POST TOP STREETLIGHT

#### GENERAL

The LED post top luminaire shall be designed to meet the lighting criteria for Group B roads as required.

The luminaire shall be designed in accordance with the following requirements:

- a. Design life: In excess of 25 years
- b. The Post Top shall be a LED replacement for existing 125W MV and or 70W HPS Post Tops on a mounting height of between 3-6m. The tenderer shall provide a photometric design proving that the offered unit can replace the 125W MV or 70W HPS units and retain the same lux levels as before.
- c. The luminaire shall be completely glare free. This shall be achieved by incorporating a symmetrical indirect lighting reflector within the luminaire. An asymmetrical reflector shall be available on request.
- d. The luminaire shall incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current shall be reduced to a safe temperature level. The temperature sensor shall not completely switch off the LEDs at high temperatures, which shall facilitate maintenance to be undertaken during daylight hours.
- e. The power supply or driver shall be able to withstand surges of up to 10kV/10kA by means of an external inline fused surge protection device mounted inside the gear compartment. This surge protection shall be easily replaceable.
- f. The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment. The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.
- g. Minimum IP rating of the light compartment, including driver compartment: IP66.
- h. The protector shall be smooth, for easy cleaning, and shall be manufactured of impact resistant UV stabilised polycarbonate (IK 08). The housing shall be robustly constructed, weather proof, hail proof, insect proof, corrosion proof, ultraviolet light resistant and vandal resistant.
- i. The top cover of the luminaire shall be manufactured of Plastamid and in the specified colour.
- j. The Post Top luminaire shall be certified, in terms of SANS 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.
- k. The LED life expectancy shall be 60,000 hours at 80% lumen maintenance. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
- l. Use of high efficiency LED's (> 110 lumens/watt: Absolute photometry) CRI > 70. Documentary evidence of compliance to this clause shall be submitted with the tender.
- m. Colour temperature shall be neutral white (4000K) with an option to be supplied in warm white (3000K). A report from the LED vendor, for LED's used in the luminaire, shall be submitted, which shall include the following documentary evidence:
  - Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
  - LED drive current.
  - LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
  - The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
- n. The luminaire spigot housing shall be constructed of marine grade high pressure die cast EN 1706 AC-44300 or LM6 aluminium. Tenderers shall submit a metallurgical



report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered.

- o. The spigot shall be equipped with 3 x M8 hexagon screws for fastening on the bottom entry pole.
- p. The control gear and LED engine shall be incorporated into the spigot housing for heat dissipation. The power supply connection must take place inside the spigot.

### **SPIGOT ENTRIES:**

Spigot entries shall be designed to fit easily over the existing bottom entry and shall comply with Table 1 of SANS 1088 as follows:

- For Type 2 luminaires (bottom entry): Nominal size 76 x 75 mm

### **POWER SUPPLY:**

- The power factor shall be rated at  $\geq 0.95$ .
- The power supply shall be removable and shall be suitable for operation with the specified rating of the lamp on a 200-260 VAC 50Hz single phase system.
- Operating temperatures shall be from -15deg to +60deg on the housing (case temperature).
- Operating humidity shall be from 20% to 95%.
- The control gear shall incorporate a thermal switch for protection when exceeding the case temperature.
- Provisions shall be made to withstand surges up to 10kV/10kA.
- The unit shall be EMC compliant to the SANS 55015 and SANS 61347-1 standard.
- The unit shall be able to be supplied with a recessed down facing daylight sensor on request.

### **LED STREET LIGHT LUMINAIRE TEST REPORTS**

Failure to provide test reports of the following tests called for will result in the rejection of the Tender:

Type test according to SANS 60598-1:2004 and SANS 60598-2-3:2003.

IP rating test reports for all items offered in accordance with SANS 60529.

A separate ambient temperature ( $T_a$  rating) test report shall be provided, in accordance with SANS 475.

The test reports shall be issued by SANS or IEC accredited test authority.

### **DETAILS OF LED POST TOP STREETLIGHT REQUIRED**

Direct replacement for 125W MV luminaire w.r.t. average illuminance on road surface.

Comparative photometric data and horizontal and vertical illuminance graphs of LED and 125W MV luminaires to be included in tender submission.

Construction: Marine Grade EN 1706 AC-44300 or LM6 Aluminium

LED's: 12-16 LEDS x 35-40W

LED Current: 700mA

LED Colour: Neutral White

Minimum Lumen output: 4200

Light Distribution: Asymmetrical

Optical and electronic compartment IP Rating: IP66

Protector: UV Resistant Polycarbonate IK 08

Top Cover: Plastamid

Colour: Pearl light grey

Mounting Height: 5-7m

MCB: Not required

Daylight Switch: Not required  
Minimum Full Guarantee period: 3 Years

**TECHNICAL DETAILS OF EQUIPMENT OFFERED**  
**35-40W LED POST TOP STREET LIGHT LUMINAIRES**

Name of the LED post top luminaire manufacturer.....

Place of manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western Cape.....

Type of luminaire LED.....

What is the nominal lumen flux at Tq of 35 0C?.....

Rated wattage.....

Number of LEDS per  
luminaire.....

LED  
Current.....

Class and type of  
luminaire.....

Colour  
temperature.....

Luminaire efficacy  
lm/W.....

Colour rendering index 65  
(minimum).....

Lumen Depreciation of the LED luminaire when  
installed for 50 000 hours (min.) 80% of initial lumens.....

Bears SANS 60529  
Mark.....

Degree of protection to SANS 60529.....

Material of the top cover.....

Material of the diffuser.....

Aluminium grade of spigot.....

Standard to which hot-dip galvanising all ferrous components comply  
with.....

...

Steel grade for toggle clips, bolts, screws, nuts and  
washers.....

Location of the LED  
drivers.....

Type and nominal size of spigot

entry.....

Material of gasket  
silicon.....

Driver specification with which drivers or power supply  
complies.....

Driver  
manufacturer.....

Voltage service range of  
driver.....

Type of Driver or power  
supply.....

Power factor of the power supply 0,95 lagging  
(min).....

Operating  
frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2  
.....

Gross mass of complete luminaire  
.....

Replacement for 125W MV luminaire w.r.t. average illuminance  
on road surface  
(Yes/No).....

Comparative photometric data of LED and 125W MV luminaires included in  
tender submission  
(Yes/No).....

Have test reports been submitted with the tender documents  
.....

Guarantee  
period.....

**ITEM 15.3**

**65-75W LED STREETLIGHT**

**Direct replacement for 150W HPS luminaire** w.r.t. average illuminance on road surface.

Comparative photometric data and horizontal and vertical illuminance graphs of LED and 150W HPS luminaires to be included in tender submission.

Construction: Marine Grade EN 1706 AC-44300 Aluminium

LED's: 40-50 Leds x 65-75W

LED Current: 500mA

Minimum Lumen output: 9500

Protector: Tempered glass (IK08)

LED and Driver unit replaceable by means of hinging mechanism

Lighting Distribution: Urban road width 11m, pole spacings 30-40m

Mounting Height: 10m  
Mounting inclination: Existing mounting arms generally 15°  
MCB: Not required  
Daylight Switch: Not required  
Luminaire Colour: Unpainted aluminium  
LED Colour: Warm white  
Minimum Full Guarantee period: 3 Years

## TECHNICAL DETAILS OF EQUIPMENT OFFERED

### 65-75W LED STREETLIGHT LUMINAIRES

Name of the LED streetlight luminaire  
manufacturer.....

Place of  
manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western  
Cape.....  
.....  
.....

Type of luminaire  
LED.....

What is the nominal lumen flux at Tq of 35  
0C?.....

Luminaire installation inclination angle  
.....

Rated  
wattage.....

Number of LEDS per  
luminaire.....

LED  
Current.....

Class and type of  
luminaire.....

Replacement for 150W HPS luminaire w.r.t. average illuminance  
on road surface  
(Yes/No).....

Comparative photometric data of LED and 150W HPS luminaires included in  
tender submission  
(Yes/No).....

Colour  
temperature.....

Luminaire efficacy  
lm/W.....

Colour rendering index 65  
(minimum).....

Lumen Depreciation of the LED luminaire when  
installed for 50 000 hours (min.) 80% of initial  
lumens.....

Bears SANS 60529  
Mark.....

Degree of protection to SANS  
60529.....

Material of the LED  
luminaire.....

Aluminium grade of  
housing.....

Does the luminaire have a heat sink?  
.....

Standard to which hot-dip galvanising all ferrous components comply with  
.....

Steel grade for toggle clips, bolts, screws, nuts and washers  
.....

Location of the LED  
drivers.....

Sealed LED and driver unit replaceable without removal of  
luminaire.....

Type and nominal size of spigot  
entry.....

Maximum length of spigot entry into  
luminaire.....

Material of protector lens High impact glass or  
acrylic.....

Material of gasket  
silicon.....

Driver specification with which drivers or power supply complies  
.....

Driver  
manufacturer.....

Voltage service range of  
driver.....

Type of Driver or power  
supply.....

Power factor of the power supply 0,95 lagging  
(min).....

Operating  
frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2  
.....

Gross mass of complete luminaire  
.....

Have test reports been submitted with the tender documents  
.....

Guarantee  
period.....

**ITEM 15.4**

**100-110W LED STREETLIGHT**

**Direct replacement for 250W HPS luminaire** w.r.t. average illuminance on road surface.

Comparative photometric data and horizontal and vertical illuminance graphs of W LED and 250W HPS and 400W MV luminaires to be included in tender submission.

Construction: Marine Grade EN 1706 AC-44300 or LM6 Aluminium

LED's: 40-50 Leds x 100-110W

LED Current: 700mA

Minimum Lumen output: 12500

Protector: Tempered glass (IK08)

LED and Driver unit replaceable by means of hinging mechanism

Lighting Distribution: Urban road width 11m, pole spacings 30-40m

Mounting Height: 10m

Mounting inclination: Existing mounting arms generally 15°

MCB: Not required

Daylight Switch: Not required

Luminaire Colour: Unpainted aluminium

LED Colour: Warm white

Minimum Full Guarantee period: 3 Years

**TECHNICAL DETAILS OF EQUIPMENT OFFERED**

**100-110W LED STREETLIGHT LUMINAIRES**

Name of the LED streetlight luminaire  
manufacturer.....

Place of  
manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western  
Cape.....

.....  
.....

Type of luminaire  
 LED.....

What is the nominal lumen flux at Tq of 35  
 0C?.....

Luminaire installation inclination angle  
 .....

Rated  
 wattage.....

Number of LEDS per  
 luminaire.....

LED  
 Current.....

Class and type of  
 luminaire.....

Replacement for 250W HPS and 400W MV luminaire w.r.t. average illuminance  
 on road surface  
 (Yes/No).....

Comparative photometric data of LED and 250W HPS and 400W MV luminaires  
 included in tender submission  
 (Yes/No).....

Colour  
 temperature.....

Luminaire efficacy  
 lm/W.....

Colour rendering index 65  
 (minimum).....

Lumen Depreciation of the LED luminaire when  
 installed for 50 000 hours (min.) 80% of initial  
 lumens.....

Bears SANS 60529  
 Mark.....

Degree of protection to SANS  
 60529.....

Material of the LED  
 luminaire.....

Aluminium grade of  
 housing.....

Does the luminaire have a heat sink?  
 .....

Standard to which hot-dip galvanising all ferrous components comply with  
 .....

Steel grade for toggle clips, bolts, screws, nuts and

washers.....

Location of the LED

drivers.....

Sealed LED and driver unit replaceable without removal of luminaire.....

Type and nominal size of spigot entry.....

Maximum length of spigot entry into luminaire.....

Material of protector lens High impact glass or acrylic.....

Material of gasket silicon.....

Driver specification with which drivers or power supply complies.....

Driver manufacturer.....

Voltage service range of driver.....

Type of Driver or power supply.....

Power factor of the power supply 0,95 lagging (min).....

Operating frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2.....

Gross mass of complete luminaire.....

Have test reports been submitted with the tender documents.....

Guarantee period.....



**ITEM 15.5**

**130-140W LED STREETLIGHT**

**Direct replacement for 400W HPS luminaire** w.r.t. average illuminance on road surface.

Comparative photometric data and horizontal and vertical illuminance graphs of LED and 400W HPS luminaires to be included in tender submission.

- Construction: Marine Grade EN 1706 AC-44300 or LM6 Aluminium
- LED's: 55-65 Leds x 130-140W
- LED Current: 700mA
- Minimum Lumen output: 16600
- Protector: Tempered glass (IK08)
- LED and Driver unit replaceable by means of hinging mechanism
- Lighting Distribution: Urban road width 11m, pole spacings 40-50m
- Mounting Height: 10m
- Mounting inclination: Existing mounting arms generally 15°
- MCB: Not required
- Daylight Switch: Not required
- Luminaire Colour: Unpainted aluminium
- LED Colour: Warm white
- Minimum Full Guarantee period: 3 Years

**TECHNICAL DETAILS OF EQUIPMENT OFFERED**

**130-140W LED STREETLIGHT LUMINAIRES**

Name of the LED streetlight luminaire  
manufacturer.....

Place of  
manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western  
Cape.....  
.....  
.....

Type of luminaire  
LED.....

What is the nominal lumen flux at Tq of 35  
0C?.....

Luminaire installation inclination angle  
.....

Rated  
wattage.....

Number of LEDS per  
luminaire.....

LED

Current.....

Class and type of luminaire.....

Replacement for 400W HPS luminaire w.r.t. average illuminance on road surface (Yes/No).....

Comparative photometric data of LED and 400W HPS luminaires included in tender submission (Yes/No).....

Colour temperature.....

Luminaire efficacy lm/W.....

Colour rendering index 65 (minimum).....

Lumen Depreciation of the LED luminaire when installed for 50 000 hours (min.) 80% of initial lumens.....

Bears SANS 60529 Mark.....

Degree of protection to SANS 60529.....

Material of the LED luminaire.....

Aluminium grade of housing.....

Does the luminaire have a heat sink?  
.....

Standard to which hot-dip galvanising all ferrous components comply with  
.....

Steel grade for toggle clips, bolts, screws, nuts and washers  
.....

Location of the LED drivers.....

Sealed LED and driver unit replaceable without removal of luminaire.....

Type and nominal size of spigot entry.....

Maximum length of spigot entry into luminaire.....

Material of protector lens High impact glass or acrylic.....

Material of gasket silicon.....

Driver specification with which drivers or power supply complies.....

Driver manufacturer.....

Voltage service range of driver.....

Type of Driver or power supply.....

Power factor of the power supply 0,95 lagging (min).....

Operating frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2 .....

Gross mass of complete luminaire .....

Have test reports been submitted with the tender documents .....

Guarantee period.....

**ITEM 15.6 & 15.7**

**155-165W LED FLOODLIGHT**

**Direct replacement for 400W HPS floodlight luminaire** w.r.t. average illuminance.

Comparative photometric data and horizontal and vertical illuminance graphs of LED and 400W HPS wide beam luminaires to be included in tender submission. The minimum illumination at ground level of the wide beam LED floodlight mounted at 9m agl shall be 1 lux at 40m to the front and 3.8 lux at 20m on either side.

Construction: Marine grade aluminium (EN 1706 AC-47100 or LM6)  
 LED's: 40-50 Leds x 155-165W  
 LED Current: 1000mA  
 Minimum Lumen output: 20500  
 Protector: High impact glass or acrylic  
 Mounting Height: 9-12m  
 MCB: Not required  
 Daylight Switch: Not required  
 Luminaire Colour: Unpainted aluminium or grey  
 LED Colour: Neutral white  
 Optical compartment: IP 66  
 Control gear compartment: IP 66  
 Nominal voltage range: 200-260volt, 50Hz  
 Minimum Full Guarantee period: 3 Years

**TECHNICAL DETAILS OF EQUIPMENT OFFERED**

**155-165W LED FLOODLIGHT**

Name of the LED floodlight luminaire  
manufacturer.....

Place of  
manufacture.....

Manufacturer's identification  
reference.....

Physical Address in the Western  
Cape.....

.....  
.....

Type of luminaire  
LED.....

What is the nominal lumen flux at Tq of 35  
0C?.....

Luminaire installation inclination angle  
.....

Rated  
wattage.....

Number of LEDS per  
luminaire.....

LED  
Current.....

Class and type of  
luminaire.....

Replacement for 400W HPS luminaire w.r.t. average illuminance  
(Yes/No).....

Comparative photometric data of LED and 400W HPS luminaires included in tender  
submission  
(Yes/No).....

.....  
Colour  
temperature.....

Luminaire efficacy  
lm/W.....

Colour rendering index 65  
(minimum).....

Lumen Depreciation of the LED luminaire when installed for 50 000 hours (min.) 80%  
of initial  
lumens.....

.....  
Bears SANS 60529

Mark.....

Degree of protection to SANS  
60529.....

Material of the LED  
luminaire.....

Aluminium grade of  
housing.....

Does the luminaire have a heat sink?  
.....

Standard to which hot-dip galvanising all ferrous components comply with  
.....

Steel grade for toggle clips, bolts, screws, nuts and washers  
.....

Location of the LED  
drivers.....

Sealed LED and driver unit replaceable without removal of  
luminaire.....

Material of protector lens high impact glass or  
acrylic.....

Material of gasket  
silicon.....

Driver specification with which drivers or power supply complies  
.....

Driver  
manufacturer.....

Voltage service range of  
driver.....

Type of Driver or power  
supply.....

Power factor of the power supply 0,95 lagging  
(min).....

Operating  
frequency.....

Harmonic distortion levels of driver or power supply to comply with SANS 61000-3-2  
.....

Gross mass of complete luminaire  
.....

Have test reports been submitted with the tender documents  
.....

Guarantee  
period.....



# BERGRIVIER MUNICIPALITY

MBD 4

## DECLARATION OF INTEREST

1. **No bid** will be accepted from persons in the service of the state\*.
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
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's representative.....

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, manager, shareholder).....

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number.....

3.6 VAT Registration Number

3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?..... **YES/NO**

3.8.1 If yes, furnish particulars.....  
.....  
.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months?.... **YES/NO**

3.9.1 If yes, furnish particulars.....  
.....

3.10 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**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company's directors, trustees, managers, Principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.  
Name of spouse/child/parent:.....  
ID number of spouse/child/parent.....  
Relationship to official.....  
Employer of spouse/child/parent.....  
Designation of spouse/child/parent.....

3.14 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**

3.14.1 If yes, furnish particulars:  
.....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**NB. Failure to complete the above details will invalidate your offer.**





**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

**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, 2017.**

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**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 000 000.00 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to not exceed R200 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:

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

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

1.6 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); as amended by Act No. 46 of 2013; (this was added by us)
  - (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) **“prices”** includes all applicable taxes less all unconditional discounts;
  - (h) **“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;
  - (i) **“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;
  - (j) **“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. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

Where

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the Subcontractor.....
- iii) The B-BBEE status level of the Subcontractor.....
- 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 in terms of Preferential Procurement Regulations, 2017:

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

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

8.1 Name of company/ firm:.....

8.2 VAT Registration Number.....

8.3 Company registration number.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

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

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

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

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies

the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDER(S)
NAME of SIGNATURES:.....
DATE: .....
ADDRESS .....
.....
.....



**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

*	Steel products	100%
*	Electrical cables	90%

Please submit also letters of exemption from DTI if local content is not 100%. Please ensure that you put all the items on Annexure A on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

**NB: Bidders must submit proof of the SARB rate (s) of exchange used on date of advert**

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF TENDER NO. 8/2/20-2021 MN70-2021, ISSUED BY BERGRIVIER MUNICIPALITY.**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		

## Local Content

- 3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

**Table 1a: Minimum local content for Steel Value-added Products**

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

**Table 1b: Minimum local content for Primary Steel Products**

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

**3. SECTOR DESIGNATION**

- 3.1 The stipulated minimum threshold percentage for local production and content for the different types of electrical cables is 90%.
- 3.2 To ensure that local production and content is discharged on manufacturing activities, the following cables which have been designated must be included in bid invitations:

**Power Cables: cables used for power transmission**

<b>Cable Products</b>	<b>Stipulated minimum threshold</b>
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

**Telecom Cables: cables used for telecommunications**

<b>Cable Products</b>	<b>Stipulated minimum threshold</b>
Optical Fibre Cables	90%
Copper Telecom Cables	90%



**BERGRIVIER MUNICIPALITY**

<b>ANNEXURE C</b>	<b>SATS 1286.2011</b>
<b>Local Content Declaration – Summary Schedule</b>	

(C1) Tender No.	8/2/20-2021 MN70-2021		
(C2) Tender Description	Supply & delivery of street lights and flood lights		
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %	Steel products	100%	
	Electrical cables	90%	

NOTE: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION \_\_\_\_\_

DATE \_\_\_\_\_



**BERGRIVIER MUNICIPALITY**

**ANNEXURE D**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

(D1)	<b>Tender No.</b>	8/20-2021 MN70-2021		
(D2)	<b>Tender Description</b>	Supply & delivery of street lights and flood lights		
(D3)	<b>Designated product(s)</b>			
(D4)	<b>Tender Authority</b>			
(D5)	<b>Tendering Entity's Name</b>			
(D6)	<b>Tender Exchange Rate</b>	<b>Currency</b>		<b>Rate</b>

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Quantity	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer



**BERGRIVIER MUNICIPALITY**

**ANNEXURE D - Continued**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

**NOTE: VAT to be excluded from all calculations**

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3 <sup>rd</sup> party	

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of Payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party

(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above

\_\_\_\_\_  
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

**This total must correspond with Annex C – (C23)**

\_\_\_\_\_  
DATE

<b>ANNEX E</b>	<b>SATS 1286.2011</b>
<b>Local content Declaration – Summary Schedule</b>	

<b>(E1) Tender No.</b>	<b>8/2/20-2021 MN70-2021</b>	<b>NOTE: VAT to be excluded from all calculations</b>
<b>(E2) Tender Description</b>	<b>Supply &amp; delivery of street lights and flood lights</b>	
<b>(E3) Designated product(s)</b>		
<b>(E4) Tender Authority</b>		
<b>(E5) Tendering Entity's Name</b>		

<b>LOCAL PRODUCTS (Goods, Services and Works)</b>		
Description of items purchased <i>(E6)</i>	Local suppliers <i>(E7)</i>	Value <i>(E8)</i>
<b>(E9) Total local products (Goods, service and works)</b>		

**(E10) Manpower costs** (Tenderer's own manpower cost)

**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

**(E13) Total local content**

**This total must correspond with Annex C – C24**

\_\_\_\_\_  
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

\_\_\_\_\_  
DATE



## BERGRIVIER MUNICIPALITY

MBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED. COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.**

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid number **8/2/20-2021 (MN70/2021)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



6. I confirm that I am duly authorised to sign this contract.

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

WITNESSES	
1	.....
2.	.....
DATE:	.....



# BERGRIVIER MUNICIPALITY

MBD 7.1

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS** PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

1. I **HANLIE LINDE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/2/20-2021 (MN70/2021)** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>
Quotation 8/2/20-2021 MN70-2021 Supply & delivery of street lights and flood lights	R	As per attached specifications		LEVEL	Steel products 100% Electrical cables 90%

4. I confirm that I am duly authorized to sign this contract.
5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT .....**PIKETBERG**.....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



# BERGRIVIER MUNICIPALITY

MBD8

## 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:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. 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.**

Item	Question	Yes	No
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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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? (attached copy of payment arrangements of arrears account)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME IN PRINT) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

JULY 2010

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### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# General Conditions of Contract

## 1. Definitions

1. The following terms must 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 anything 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 goods are so delivered and a valid receipt is obtained.

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- 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. 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.

- 1.13 “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.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “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 goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “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.

- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “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.
- 1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

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**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must 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 must conform to the standards mentioned in the bidding documents and specifications.

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

- 5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier must 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 must remain the property of the purchaser and must 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 must 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 must 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.

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**7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
  - (a) a 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
  - (b) 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.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 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 must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 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 must be defrayed by the purchaser.
- 8.5 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 must be defrayed by the supplier.

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- 8.6 Goods 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.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, 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 must 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.
- 8.8 The provisions of clauses 8.4 to 8.7 must 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 must 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 must 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 weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and Documents** 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance** 11.1 The goods supplied under the contract must 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.

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- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.
- 13. Incidental Services**
  - 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
    - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
    - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
    - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
    - (d) 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 must not relieve the supplier of any warranty obligations under this contract; and
    - (e) 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, must be agreed upon in advance by the parties and must 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:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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- 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 must 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 must 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.
  - 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, within the period specified 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 must be specified.
  - 16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
  - 16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
  - 16.4 Payment will be made in Rand unless otherwise stipulated.

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- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must 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** 18.1 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** 19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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 must 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 must 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 must 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 goods are required, or the supplier's services are not readily available.

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods 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**

22.1 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 must, 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:  
(a) 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;  
(b) if the supplier fails to perform any other obligation(s) under the contract; or  
(c) if the supplier, in the judgement 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

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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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) 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

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- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 must 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 must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.

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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,  
(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier must 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 must

not apply to any obligation of the supplier to pay penalties

- and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

- 29. Governing Language** 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
- 30. Applicable Law** 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices** 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must 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 must be deemed to be proper service of such notice.

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- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
- 32. Taxes and Duties**
- 32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must 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 must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts** 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must 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 must be in writing, must 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 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 contractors(s) concerned.



# **BERGRIVIER MUNICIPALITY**

**MBD9**

## **CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



# **BERGRIVIER MUNICIPALITY**

**MBD9**

## **CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying documentation:

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**FQ 8/2/20-2021 / MN70-2021: SUPPLY AND DELIVERY OF STREET LIGHTS AND FLOOD LIGHTS**

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### **Written quotation and Description**

in response to the invitation for the bid/written quotation/formal quotation made by:

**BERGRIVIER MUNICIPALITY**

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do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder/Contractor)**

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" must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 6 The contractor has arrived at the accompanying proposal independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) Prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a proposal;
  - e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
  - f) propose with the intention not to win the bid/formal quotation/written quotation.
- 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 invitation relates.
- 9 The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, 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**

.....  
**Date**

.....  
**Position**

.....  
**Name of Contractor**



## **BERGRIVIER MUNICIPALITY**

### **CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/20-2021 (MN70/2021)**

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

### **Non adherence to this checklist will invalidate your offer!**

*\*Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed and signed all pages containing the details of bidder			
2. Valid and original tax clearance certificate attached to bid document or submitted the <b>TCS PIN NUMBER</b> Was the MAAA NR of CSD quoted on page 3			
3. Adhered to the pricing instructions (MBD 3.1)			
4. Completed and signed declaration of interest (MBD 4)			
5. Was all the Directors/Shareholders ID no's. quoted on MBD4			
6. Preference points claimed and signed declarations (MBD 6.1 where applicable)			
7. Signed MBD 7.1 where applicable.			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Prohibition of Restrictive Practices (MBD 9) be completed and signed			
9. A <b>certified</b> copy or <b>original</b> BBBEE certificate			
10. Latest municipal account of the bidder and its directors must be attached <b>If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. Lease agreement/ AFFIDAVIT of no property.</b>			
11. Bidder initialed all the pages at the footnote as required in the document.			

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT) .....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name**



# BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

## SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders Ref: 6/1/1 Tel: (022)913 6000

Fax: (022)913 1380

E-mail: saundersl@bergmun.org.za

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### All Service Providers (SP's) and potential bidders

Dear Sir/Madam

#### **Incomplete documentation in terms of bidding processes.**

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

**Therefore BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.**

Adv. Hanlie Linde  
Municipal Manager

12 April 2021





# BERGRIVIER MUNICIPALITY

## SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

### SCHEDULE

*The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies*

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35,0 million
	Small	50	17,0 million
	Micro	10	7,0 million
Mining and Quarrying	Medium	250	210,0 million
	Small	50	50,0 million
	Micro	10	15,0 million
Manufacturing	Medium	250	170,0 million
	Small	50	50,0 million
	Micro	10	10,0 million
Electricity, Gas and Water	Medium	250	180,0 million
	Small	50	60,0 million
	Micro	10	10,0 million
Construction	Medium	250	170,0 million
	Small	50	75,0 million
	Micro	10	10,0 million
Retail, motor trade and repair services	Medium	250	80,0 million
	Small	50	25,0 million
	Micro	10	7,5 million
Wholesale	Medium	250	220,0 million
	Small	50	80,0 million
	Micro	10	20,0 million
Catering, Accommodation and other Trade	Medium	250	40,0 million
	Small	50	15,0 million
	Micro	10	5,0 million
Transport, Storage and Communications	Medium	250	140,0 million
	Small	50	45,0 million
	Micro	10	7,5 million
Finance and Business Services	Medium	250	85,0 million
	Small	50	35,0 million
	Micro	10	7,5 million
Community, Social and Personal Services	Medium	250	70,0 million
	Small	50	22,0 million
	Micro	10	5,0 million

  
 .....  
**Lindiwe D Zulu, MP**  
**Minister of Small Business Development**  
 Date: 23/09/2018

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