

# MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



## BID / TENDER

VOORSIENING EN INSTALLERING VAN ENERGIE DOELTREFFENDE BELIGTING  
TOERUSTING IN DAWID KRUIPER MUNISIPALE AREA

SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT IN  
DAWID KRUIPER MUNICIPAL AREA

DIREKTORAAT FINANSIËLE DIENSTE  
PRIVAATSAK X6003  
UPINGTON  
8800

DIRECTORATE FINANCIAL SERVICES  
PRIVATE BAG X6003  
UPINGTON  
8800

KENNISGEWING TK008/2016

NOTICE TN008/2016

# **MUNISIPALITEIT DAWID KRUIPER**

## **KENNISGEWING TK008/2016**

### **VOORSIENING EN INSTALLERING VAN ENERGIE DOELTREFFENDE BELIGTING TOERUSTING IN DAWID KRUIPER MUNISIPALE AREA**

Tenders word ingewag van toepaslik gekwalifiseerde Elektriese Kontrakteurs vir die voorsiening en installering van energie doeltreffende beligting toerusting vir die Munisipaliteit Dawid Kruiپر, geleë te Upington.

Tenderdokumente is verkrygbaar vanaf die Bestuurder Voorsieningskanaalbestuur: Munisipaliteit Dawid Kruiپر, Privaatsak X6003, UPINGTON, 8800. Om dokumente telefonies te bestel, skakel Mnr Michael Rooi by 054 – 338 7435. Dokumente is ook beskikbaar op die webtuiste [www.kharahais.gov.za](http://www.kharahais.gov.za).

Verseëlde tenders gemerk “*KENNISGEWING TK008/2016: VOORSIENING EN INSTALLERING VAN ENERGIE DOELTREFFENDE BELIGTING TOERUSTING*” moet **vóór of op Vrydag 07 Oktober 2016** om **14:00** in die tenderbus geplaas word en sal direk daarna in die kookkamer, Munisipale Kantore geopen word.

’n Verpligte terreinvergadering, waartydens die omvang van die projek bespreek sal word, sal **op Woensdag 28 September 2016, stiptelik om 10:00** in die kantoor van die Direkteur Elektro-Meganiese Dienste, Elektriese Departement Kantore, Kowenstraat, Upington, gehou word. **Die deur sal om 10:00 toegemaak word en geen persoon sal daarna toegelaat word nie.**

#### **Die volgende voorwaardes sal geld:**

- Pryse moet geldig bly vir negentig (90) dae vanaf tender sluitingsdatum.
- Pryse moet BTW inklusief wees.
- Tenders sal oorweeg word in terme van die toepaslike punteformule, soos bepaal deur die Raad se Voorsieningskanaalbestuurbeleid. Vorms, MBD 1, MBD 4, MBD 6.1, MBD 8 en MBD 9 moet volledig voltooi word en u tender vergesel.
- Tenders wat laat ontvang word, of onvolledig is sal nie in aanmerking geneem word nie en die laagste, enigste of enige tender sal nie noodwendig aanvaar word nie. Tenders per faks of e-pos sal ook nie oorweeg word nie.
- Tendersaars moet oor ’n CIDB gradering van 5 EP beskik.
- Tendersaars moet ’n oorspronklike tender belastinguitklaringsertifikaat, uitgereik deur die Suid-Afrikaanse Inkomstediens, saam met die tenderdokument indien soos uitgereik tot voor/en op 17 April 2016, en/of die nuwe belastingertifikaat uitgereik vanaf 18 April 2016, en/of die dokument waarop die belastinguitreikingsertifikaat-PIN voorkom. ’n Tender sal nie oorweeg word indien een van die bogenoemde dokumente nie ’n aangeheg is nie. Let op dat die verskaffer verantwoordelik is om seker te maak dat al sy belasting verwante aspekte elke dag in orde is.
- Geen “B-BBEE” punte sal toegeken word, as die oorspronklike of ’n gesertifiseerde afskrif van u “B-BBEE” sertifikaat nie aan u tenderdokument aangeheg is nie.

DE NGXANGA  
MUNICIPAL MANAGER  
Burgersentrum  
Mutualstraat  
Privaatsak X6003  
UPINGTON  
8800

GEMSBOK 16 September 2016

# **DAWID KRUIPER MUNICIPALITY**

## **NOTICE TN008/2016**

### **SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT IN DAWID KRUIPER MUNICIPAL AREA**

Bids are hereby invited from suitable qualified Electrical Contractors for the supply and installation of energy efficient streetlights for the Dawid Kruiper Municipality, situated in Upington.

Bid documents and specifications are available from the Manager Supply Chain Unit, Dawid Kruiper Municipality, Private Bag X6003, UPINGTON, 8800. Telephonic requests for bid documents can be made to Mr Michael Rooi at 054 338 7435. Bid documents will be available on the following website [www.kharahais.gov.za](http://www.kharahais.gov.za).

Sealed bids clearly marked: “*NOTICE TN008/2016: SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT*” must be placed in the tender box **before or on Friday 7 October 2016, at 14:00** and will be opened directly thereafter in the Caucus Room, Municipal Offices.

A **compulsory site meeting**, to discuss the extent of the project, will be held on **Wednesday 28 September 2016, punctually at 10:00**, in the office of the Director Electro-Mechanical Services, Electrical Department Offices, Kowen Street, Upington. **The door will be closed at 10:00 and no person will be allowed thereafter.**

#### **The following conditions will apply:**

- Price(s) quoted must be valid for at least 90 (ninety) days from bid closing date.
- Price(s) quoted must be firm and must be inclusive of VAT.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following forms, MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted with the bid.
- Bids that are late or incomplete will not be considered, whilst the lowest or only bids will not necessarily be accepted. Bids per fax or E- mail will also not be considered.
- Bidders must have a CIDB grading of 5 EP.
- An original tender tax clearance certificate issued by SARS must accompany all bids as issued on/or before 17 April 2016, and/or the new tax clearance certificate issued as from 18 April 2016, and/or the document issued by SARS indicating the tax clearance PIN. If none of the above mentioned documents are submitted, the bids will not be considered. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order each day.
- No B-BBEE points would be allocated if the original B-BBEE certificate or a certified copy thereof is not attached to the tender document.

DE NGXANGA  
MUNICIPAL MANAGER

Civic Centre  
Mutual Street  
Private Bag X6003  
UPINGTON  
8800

DTB 16 September 2015

**DAWID KRUIPER MUNICIPALITY**

**SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT IN  
DAWID KRUIPER MUNICIPAL AREA**

<b>SECTIONS /SEKSIES</b>	<b>INHOUD / CONTENTS</b>	<b>BLADSY/PAGE</b>
A	General Conditions of Tender	6-19
B	Technical Specifications	20-26
C	Summary of items and bid prices	27-32
D	Form of tender	33-34
E	Forms to be completed & Special Conditions of Contract	35-55

# **Dawid Kruiper**

**Republic of South Africa**



## **DAWID KRUIPER MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER MUNICIPALITY****SECTION A****GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER: Republic of South Africa**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

## Section A

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.
  - 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.

**DAWID KRUIPER: Republic of South Africa**

- 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.
- 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.



**DAWID KRUIPER: Republic of South Africa**

- 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 shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on Dawid Kruijer Municipality's website.
4. Standards
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**DAWID KRUIPER: Republic of South Africa**

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

**6. Patent Rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER: Republic of South Africa****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 shall 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 shall be carried out, the purchaser shall 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 shall 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 shall be defrayed by the supplier.
- 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 shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

**DAWID KRUIPER: Republic of South Africa**

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, 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, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall 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 shall 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, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

**DAWID KRUIPER: Republic of South Africa**

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

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

**DAWID KRUIPER: Republic of South Africa**

- 16.3 Payments shall 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.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders**
- 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 shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall 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, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER: Republic of South Africa**

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, 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 shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

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

- (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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER: Republic of South Africa**

- 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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**



**DAWID KRUIPER: Republic of South Africa**

- 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 shall 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 shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 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 shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

**DAWID KRUIPER: Republic of South Africa**

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 shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**DAWID KRUIPER: Republic of South Africa**

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

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

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

**33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

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

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

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

# DAWID KRUIPER MUNICIPALITY

## SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT IN DAWID KRUIPER MUNICIPAL AREA

### TECHNICAL SPECIFICATIONS

#### SCOPE

Tenders are hereby invited from suitable electrical contractors for the supply and installation of Energy Efficient Lighting Equipment. Energy efficient equipment including LED Lighting, for A3 and A4 road lighting, LED Lighting for high mast lighting structures and other energy efficient measures as determined by this specification.

#### SECTION 1: THE WORKS

##### 1. DESCRIPTION OF THE WORK

- I. It is proposed to replace existing 250 Watt HPS/MV street lights with LED luminaire technology that can achieve the same uniformities at fixed pole spacing with a nett energy saving per light that can be repaid from the replacement of the luminaire over 5 years.
- II. In addition it is also proposed to replace the 40m HML Structure luminaires, current installed with 1000 Watt MH, with LED luminaire technology that will achieve the same uniformities with net energy savings per light that can be repaid from the replacement of the fitting over 5 years.

##### 2. LOCALITY AND ACCESS

Dawid Kruiper Municipal Area in Upington.

##### 3. NATURE AND CONDITIONS OF MATERIAL ON SITE

The ground appears to be a mixture of clay and sand. It is the contractors' responsibility to acquaint himself with the site conditions.

The sites are at an altitude off above 1000m above sea level. The maximum ambient shade temperature shall be taken as 40 deg. Celsius and the minimum as -10 deg. Celsius.

The sites are subjected to salt laden winds and all equipment and material shall be designed and treated to withstand the effects of a highly corrosive atmosphere.

##### 4. OPERATING CONDITIONS AND PARAMETERS

All the material and equipment being supplied in terms of this Contract shall be suitable for continuous operation at the total specified output or capacity under the following conditions:

(a)	Climatic Conditions	
	(i) Altitude	900 - 1300 m a.s.l.
	(ii) Temperatures:	
	Utmost maximum	40°C
	Utmost minimum	-10°C
	(iii) Relative humidity:	
	Utmost maximum	95%
	Utmost minimum	5%
	(iv) Atmosphere	River laden
	(v) Lightning	Medium
	(vi) Thermal resistivity of soil	1,2°C m/W
	(vii) Average soil temperature	25°C

## 5. DETAILS OF CONTRACT

**Refer to SECTION A of the Bill of Quantities: Lamps and Luminaires**

PS5.1.0 Section A1-A6 – Replace existing inefficient Luminaires with LED's as per Bill of Quantities.

### **PART A: LED LUMINAIRE SPECIFICATION**

#### **1.1 TECHNICAL REQUIREMENTS OF LIGHT EMITTING DIODE (LED) STREETLIGHT AND FLOODLIGHT LUMINAIRES**

The following standards contain provisions which, through reference in this text, constitute requirements of this specification.

1.2 At the time of publication, the editions indicated were valid.

1.2.1	IEC 60598-1	Luminaires - Part 1: General requirements and tests
1.2.2	IEC 60598-2-3	Luminaires - Part 2: Particular requirements - Section 3: Luminaires for road and street lighting
1.2.3	ISO 4762	Hexagon socket head cap screws
1.2.4	SANS 529	Heat-resisting wiring cables
1.2.5	SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles Specifications and test methods.
1.2.6	SANS 1088	Luminaire entries and spigots
1.2.7	SANS 60529	Degrees of protection provided by enclosures (IP Code)
1.2.8	SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1 900/3 300V) Part 3: PVC Distribution cables
1.2.9	SANS 1574	Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC-insulated cores and cables
1.2.10	SANS ARP035:2014	Guidelines for the installation and maintenance of street lighting
1.2.11	SANS 61000-3-2	Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)
1.2.12	OHSACT (Act 85 of 1993)	Occupational Health and Safety Act and Regulations

#### **2.1 General**

**2.1.1** The luminaires shall be Class 1 of IEC 60598-1 and be of the totally enclosed type. Luminaires shall be delivered completely assembled with housing, driver, LED module and protector lens.

**2.1.2** The luminaire output shall be provided as nominal flux at Tq of 35 °C.

**2.1.3** The colour temperature of the luminaires shall be neutral white, 4000K and a colour rendering index of 70 (minimum).

**2.1.4** The luminaires shall deliver 80% of the initial lumens, when installed for a minimum of 60 000 hours. The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs. The LED light source test data shall provide the expected data for at least 25% of rated LED light source lifetime, i.e. 15 000 hours.

The following information and conditions shall be met:

- The LED light source(s) have been tested according to LM-80-08.
- The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report.
- The LED light source(s) manufacturer shall indicate a temperature measurement point (Ts) on the light source(s).
- The Ts is accessible to allow temporary attachment of a thermocouple for measurement of in-situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with a flexible sealant is allowable.
- For the hottest LED light source in the luminaire, the temperature measured at the Ts is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current.

- 2.1.5** The LED module or array shall be designed in such a manner that the failure of one LED shall not cause additional LED's to switch-off. Documentary evidence of this shall be submitted.
- 2.1.6** Temperature sensors shall be fitted as protection devices to the luminaire, placed directly next to the LEDs. These shall not switch off the luminaire completely. Full details of how the luminaire manages its temperature, through the use of sensors and the effect on lumen maintenance, shall be supplied.
- 2.1.7** The entire assembly and testing of the complete LED luminaire shall be undertaken within an ISO 9001 certified factory, within South Africa.

## **2.2 IP Rating**

The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the driver and LED module compartments, when normally mounted as per SANS 475.

## **2.3 Construction of Luminaires**

- 2.3.1** Luminaires shall be suitable for operation at an ambient temperature,  $T_a$ , of  $35^{\circ}$  C. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided.
- 2.3.2** The luminaires shall contain a heat sink with no fans, pumps or liquids, and the design thereof on the external surfaces shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring continuous effective cooling. Heat from the LED source should take the shortest path to the exterior by direct conduction or any other reliable form of cooling that will not compromise the useful life of the LEDs.
- 2.3.3** The luminaires shall have aluminum housings of grade EN1706 AC-44300 (or higher) aluminum alloy. This shall be substantiated by an independent metallurgical report confirming the grade of aluminium for the luminaires offered.
- 2.3.4** Luminaires shall be supplied in raw aluminum and shall not be powder coated.
- 2.3.5** Ferrous components shall be hot-dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application.
- 2.3.6** External small components (such as toggle clips, bolts, screws, nuts, washers) shall be stainless steel (grade 304 or better).
- Due attention shall be paid to the accessibility of parts and to other requirements necessary for efficient maintenance and cleaning, where required. If screws are used to secure covers, they shall be held captive when opened.
  - The upgrading and/or service of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of a hinging mechanism.
  - Various items/components such as the aluminum housings, printed circuit boards (PCB's), glass protectors, silicon gaskets and stainless steel latches/clips shall be manufactured (not simply assembled) in South Africa.

## **2.4 Mounting**

- 2.4.1** 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 1088:1990
- 2.4.2** Attachment of the luminaire base casting to its bracket arm should be by means of at least two stainless steel M8 grub screws into stainless steel sockets or any other methods to prevent cathodic corrosion between stainless steel and aluminum. The attachment of the luminaire should be designed to withstand wind speeds of up to 150 km/hour on the projected surface of the luminaire, without due deflection.

## **2.5 Optics**

- 2.5.1** The luminaire shall be able to be equipped with a variety of lenses, providing the desired light distribution, ensuring a great diversity of light distributions for different applications. A minimum of 15 different optic distributions shall be available for flexibility of lighting designs, ensuring compliance to lighting requirements per application.

- 2.5.2** Luminaires should be photo- metered according to the C-Gamma system as detailed in CIE Publication No. 27.

For LED luminaires with non-replaceable LED modules, the intensity values shall be given in candela. The results should be published in an intensity distribution table, indicating the intensity in cd/klm at each horizontal and vertical angle. This intensity distribution table should be converted by an accredited test facility and/or luminaire supplier into a suitable electronic format for use with any of the commercially available lighting computer programs.

## 2.6 Protector

- 2.6.1 The protector shall be high-impact, toughened, clear flat glass.
- 2.6.2 The protector shall form a seal completely preventing the entry of moisture, dust and insects into the lamp housing.  
A one-piece gasket, made of silicon sponge material, shall be fitted into a groove in the housing and shall be seated in a manner ensuring the integrity of the IP66 rating and shall not work loose during maintenance of the luminaire.

## 2.7 Power Supply or Driver Requirements

- 2.7.1 LED module(s) drivers shall be housed fully within the sealed body of the luminaire.
- 2.7.2 The output frequency of the drivers shall be 100 Hz or greater, to avoid visible flicker. The harmonic distortion levels of the LED module driver(s) shall comply with the limits as stipulated in SANS 61000-3-2.
- 2.7.3 The LED module driver(s) shall operate at a power factor of 0,95 or greater, and the harmonic distortion levels shall be limited so as to not cause interference on the electrical network.
- 2.7.4 The power supply or driver compartment shall be sealed in the same manner as described in items 2.5.2 and 2.5.3.
- 2.7.6 The power supply or driver compartment shall be so designed that there is sufficient space to permit replacement of components or repairs and reassembly without difficulty and without the removal of the luminaire from its mounting.
- 2.7.7 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.
- 2.7.8 The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment.
- 2.7.9 The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.

## 2.8 Earthing

- 2.8.1 The luminaire shall be earthed in accordance with Clause 13 of the Electrical Machinery Regulations of the OHSACT (Act 85 of 1993).
- 2.8.2 Metal parts of luminaires which may become alive in the event of insulation fault and which are not accessible when the luminaire is mounted, but liable to come into contact with the supporting surface, shall be permanently and reliably connected to an earthing terminal and shall withstand the test specified in IEC 60598-2-3.
- 2.8.3 Earthing terminals shall comply with sub-clause 7.2 of IEC 60598-1. All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.
- 2.8.4 Earth connections shall be effected by means of suitable lugs in a manner avoiding all possibility of electrolytic corrosion.

## 2.9 Wiring

- 2.9.1 The internal wiring of the luminaires shall be flexible and suitably insulated to withstand the voltage and the temperature encountered in service.
- 2.9.2 Wiring to the LED module compartment shall be suitably grommeted, ensuring a perfect seal between compartments.
- 2.9.3 The supply terminals shall accept 4mm<sup>2</sup> wires and be easily accessible. No part of the cover shall damage the supply wires when closed.

## 3.0 Guarantee

- 3.1 All luminaires offered shall have a minimum guarantee period of **five years**.

The scope of this guarantee includes the LED module drivers, luminaire housing, LED module(s), brackets and protector.

If luminaires are found to have failed within this period as a result of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.

**PART B: TECHNICAL REQUIREMENTS OF LIGHT EMITTING DIODE (LED) FLOODLIGHT LUMINAIRES**

For LED **Floodlight** luminaires the same specifications shall apply, as per the LED streetlight, as detailed above excepting for Item **2.4 Mounting** This shall be substituted and read as follows:

**4.0 Mounting Stirrup**

**4.1** The stirrup shall be manufactured from 4mm x 80mm hot-dipped galvanized steel.

**4.2** Holes shall be provided for single or double bolt mounting.

**4.3** A stainless steel version shall be available on request.

**The LED driver sizes for the following LED packages shall be:**

**LED's for Streetlights**

Wattage	No. of LED's	Current mA	Lumens	Colour Rendering	Colour Temp.	Replacement Details
136 W LED	60 LED's	700	15 000	> Ra70	4 000K	Replaces 250W HPS/MV

**LED's for HML Structures**

Wattage	No. of LED's	Current mA	Lumens	Colour Rendering	Colour Temp.	Replacement Details
470 W LED	228 LED's	1000	47 520	> Ra70	4 000K	Replaces 1000 W MH



**6. STANDARDISED AND PARTICULAR SPECIFICATIONS**

SANS ARP 035:2014

ISBN 978-0-626-29609-4

**ARP 035:2014**  
Edition 3**SABS STANDARDS DIVISION**

Recommended practice

**Guidelines for the installation and  
maintenance of street lighting**

This document does not have the status of a South African National Standard.

**WARNING**  
This document references other  
documents normatively.

Published by SABS Standards Division  
1 Dr Lategan Road Groenkloof ☐ Private Bag X191 Pretoria 0001  
Tel: +27 12 428 7911 Fax: +27 12 344 1688  
[www.sabs.co.za](http://www.sabs.co.za)  
© SABS

**SABS**

## SECTION 2i

### Design criteria, design results and price schedule: Group B2 and B1 Street Lighting

These Schedules shall be completed, signed and returned with the bid document of which it forms part.

		Item A	Item B	Item C
<b>Design Criteria</b>	Unit			
Arrangement	-	Single Sided Left	Single Sided Left	Single sided Left
Width of road	m	7	7	7
Mounting height	m	7.5	7.5	8.5
Overhang, of left hand side	m	-0.5	-0.5	-1
Pole Spacing	m	40	40	45
Lamp lumen	Lm	5600	6600	9500
LED Driver factor	%	98	98	98
<b>Maintenance factor: <math>0.83 * 0.90 = 0.75</math> for IP 6* and <math>0.76 * 0.90 = 0.68</math> for IP 5*</b>				
Minimum average horizontal Illuminance, Eh ave	Lux	3	3	5
Minimum horizontal Illuminance, Eh min	Lux	0.6	0.6	1
<b>Note: Horizontal illuminance values apply across the carriageway and side walks up to 2m</b>				
<b>Design Results</b>				
Pole Spacing	m			
Minimum average horizontal Illuminance, Eh ave	Lux			
Minimum horizontal Illuminance, Eh min	Lux			
<b>Price Schedule, based on the following criteria and cost</b>				
Number of years to be considered for evaluation	years	10	10	10
Electricity cost per kWh, ave over evaluation period	R	1.3		
Unit Price of luminaire, inclusive of light source	R			
Annual energy cost per luminaire as per formula $([1]/1000)*4000*[3]$	R			
Cost of ownership for the evaluation period: $[4]+[2]+[5]$	R			
Note 1 This evaluation excludes the maintenance cost				

SIGNATURE OF TENDERER: .....

## SECTION 2ii

### Design criteria, design results and price schedule: Group A4, A3 and A2 Street Lighting

These Schedules shall be completed, signed and returned with the bid document of which it forms part.

		Item D	Item E	Item F
<b>Design Criteria</b>	Unit			
Arrangement	-	Single Sided Left	Single Sided Left	Single Sided Left
Lanes per carriageway		2	2	2
Width of each lane	M	3.5	3.7	3.5
Mounting height	M	9	10	10
Overhang of left hand side	M	1	1	-0.5
Existing Pole spacing	M	50	45	40
Lamp lumen	Lm	20240	27000	32380
Lamp lumen DF	%			
<b>DDF :Maintenance factor: <math>0.83 \times 0.90 = 0.75</math> for IP 6*and <math>0.76 \times 0.90 = 0.68</math> for IP 5*</b>				
Lighting Category		A4	A3	A2
Traffic volume for road without median		300	300	
Luminance	cd/m <sup>2</sup>	0.5	0.6	
Overall Uniformity	U <sub>O</sub>	0.4	0.4	
Longitudinal Uniformity	U <sub>L</sub>	0.5	0.5	
Threshold Increment	%	20	20	
<b>Design results</b>				
Pole Spacing	M			
Luminance	cd/m <sup>2</sup>			
Overall Uniformity				
Longitudinal Uniformity				
Threshold Increment	%			
<b>Price Schedule, based on the following given criteria and cost</b>				
Number of years to be considered for evaluation	Years	10	10	10
Electricity cost per kWh, ave over evaluation period	R	1.3		
Unit Price of luminaire, inclusive of light source	R			
Annual energy cost per luminaire as per formula $([1]/1000) \times 4000 \times [3]$	R			
Cost of ownership for the evaluation period: $[4] + [2] + [5]$	R			
Note 1 This evaluation excludes the maintenance cost				

SIGNATURE OF TENDERER:.....

## SECTION 3ii

### ITEM "D", "E" and "F": 100W, 136W and 222W LED Street Light Luminaire

These Schedules shall be completed, signed and returned with the bid document of which it forms part.  
**Schedule A: Purchaser's specific requirements**

#### Schedule B: Guarantees and technical particulars of equipment offered

Item	Technical Details	Schedule A	Schedule B
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference		
4	Specification to which luminaire complies		
5	Does the luminaire bear either the SABS mark or IEC mark?		
6	LED compartment IP rating (minimum)	IP 65	
7	LED Driver compartment IP rating (minimum)	IP 65	
8	Material of housing		
9	Material of diffuser	High-Impact Acrylic	
10	Material of sealing gasket	Silicon	
11	Total luminous flux (in lm) of LED package at a specified junction temperature		
12	Total Input Power		
13	Correlated colour temperature (CCT in K)		
14	Rated Colour Rendering Index (CRI)		
15	Ambient Temperature (tq) for a luminaire to which the lifetime is specified.		
16	Maximum ambient temperature to which the luminaire shows compliance to series of SANS 60598		
17	Mass of luminaire as delivered (kg)		
18	Material of terminals	Brass	
19	Do the electrical requirements comply with clause 6.4 of this specification?		
20	Does the luminaire comply fully with the photometric requirements?		
21	Rated life of the LED package in the luminaire and the associated rated lumen maintenance(Lx) based on the the IES TM-21 report		
22	Have test reports been included in the tender?		
23	Has all documentation required been		
24	Guarantee Period – LED Luminaire	Five Years	
25	Guarantee Period – LED Driver	Five Years	

SIGNATURE OF TENDERER:.....

## **7. Payment Conditions**

It must be noted that the terms of payment for the Contract shall be as follows:

- a) As the works proceed, payments equal to ninety percent (90%) of the sum certified in the appropriate interim certificate shall be made 30 (thirty) days after the issue of such interim certificate till the accumulated retention shall be equal to five percent (5%) of the Contract Sum. All further payments shall thereafter be raised to ninety-five percent (95%)
- b) Upon the certified issue by the engineer of the "Taking-over Certificate" ("Acceptance Certificate") fifty percent (50%) of the monies held in retention shall be repaid.
- c) The balance, the remaining fifty percent (50%) of the retention monies shall be retained for the "Defects Liability Period" and shall be paid on the issue by the Engineer of the Final Completion Certificate.

## **8. Contract Price Adjustment**

This contract is expected to be completed within a period of 6 (six) months and because of this short contract period, Contract Price Adjustment will not be applicable to this contract. All prices will be based on a fixed price for the said period.

**DAWID KRUIPER MUNICIPALITY**

**SECTION C**

**FORM OF TENDER**

To: The Municipal Manager  
Private Bag X6003  
UPINGTON  
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel nr: \_\_\_\_\_

do hereby tender to supply the services in accordance with the General Conditions of Tender and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our tender. Tender prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this tender shall remain open for acceptance for a period of **3 (three)** months from the date on which tenders are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

**Tender price (all taxes included)**

R \_\_\_\_\_

Amount in words

(\_\_\_\_\_)

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

Signed by, or on behalf of the Tenderer, in the presence of the undersigned witnesses.

**WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

**SIGNATURE OF BIDDER**

# **DAWID KRUIPER MUNICIPALITY**

## **SECTION C**

### **SUMMARY OF ITEMS AND BID PRICES**

#### **SECTION 1**

#### **Schedule of Prices**

---

**IMPORTANT NOTE: ALL 3 SECTIONS ARE TO BE COMPLETED IN ORDER FOR THE BID DOCUMENT TO COMPLY WITH THE BID CONDITIONS.**

<b>Item no.</b>	<b>Description</b>	<b>Manufacturer &amp; model</b>	<b>Price (Excl. Vat)</b>	<b>Delivery period in weeks</b>
A	136 W LED side entry Street Light luminaires, with incorporated 5A MCB, to replace 250 W HPS/MV			
B	470 W LED HML Structure Luminaires to replace 1000 W HPS			

# BILL OF QUANTITIES

## SECTION A: ENERGY EFFICIENT LAMPS AND LUMINAIRES:

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	MATERIAL	LABOUR	TOTAL
				RATE	RATE	TOTAL	TOTAL	
<b>A.5</b>	<b>SUPPLY, INSTALLATION AND COMMISSIONING OF LED LIGHT FITTING AND LUMINAIRES FOR STREET AND HIGH MAST LIGHTING</b>							
A 5.1	REPLACE 250W HPS / MV WITH 136 W,60 LEDS AS PER SPECIFICATION	NO	840					
A 5.2	REPLACE 8 x1000W MH HML WITH 8 X 470 W,228 LEDS AS PER SPECIFICATION	NO	32					
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES BELOW</b>							R

## SECTION F: PRELIMINARY AND GENERAL

F1.1	PROJECT NAME BOARD - FIXED CHARGE AND VALUE RELATED ITEMS	TOTAL	1					
A	CONTRACTUAL REQUIREMENTS	TOTAL	1					
B	SITE ESTABLISHMENT	TOTAL	1					
C	SITE CLEARING	TOTAL	0					
ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	MATERIAL	LABOUR	TOTAL
				RATE	RATE	TOTAL	TOTAL	
<b>F1.2</b>	<b>TIME RELATED ITEMS</b>							
A	CONTRACTUAL REQUIREMENTS	TOTAL	1					
B	USAGE AND MAINTENANCE OF SITE FACILITIES	TOTAL	1					



C	SUPERVISION	TOTAL	1					
D	COMPANY AND HEAD OFFICE OVERHEAD COSTS	TOTAL	1					
E	COST RELATED FOR SUPERVISION AND LABOUR INTENSIVE SUBCONTRACT	TOTAL	1					
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES BELOW</b>							R
<b>SUMMARY OF SCHEDULES</b>								
SECTION A SUPPLY AND INSTALLATION OF ENERGY EFFICIENT EQUIPMENT					TOTAL			R
SECTION F: PRELIMINARY AND GENERAL					TOTAL			R
SECTION G: PROVISIONAL SUM; DAYLIGHT SWITCHES					TOTAL			R 42 835.00
NETT TOTAL OF BID (EXCLUDING VAT)								R
14% VAT								R
GROSS TOTAL OF BID (INCLUDING VAT) This total must be entered in Section D and MBD1 form								R

**DAWID KRUIPER MUNICIPALITY**

**SECTION E**

**FORMS TO BE COMPLETED BY BIDDER**



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY

BID NUMBER: TN008/2016

CLOSING DATE: 07 October 2016

CLOSING TIME: 14:00

DESCRIPTION : SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING EQUIPMENT IN DAWID KRUIPER MUNICIPAL AREA

---

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

---

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Mutual Street

UPINGTON

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

*THE FOLLOWING PARTICULARS MUST BE FURNISHED*

**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....  
POSTAL ADDRESS.....  
STREET ADDRESS.....  
TELEPHONE NUMBER CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER.....CODE .....NUMBER.....  
E-MAIL ADDRESS.....  
VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO  
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO  
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?.....  
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)   
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)   
A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO  
(IF YES ENCLOSE POOF)

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality/ Municipality Entity:** Dawid Kruiper Municipality

**Department:** Financial Department

**Contact Person:** Mr Michael Rooi - Me M van Rooi  
**Tel:** 054 – 338 7435 - 054 – 338 7432  
**Fax:** 054 338 7350

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mr. H. Auret  
**Tel:** (054) 338 7145  
**Fax:** (054) 338 7373



## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, 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) a 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, principle 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, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle 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 Number Employee

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**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, 2011.**

---

### 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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The **maximum** points for this bid are allocated as follows:

**POINTS**

**1.3.1.1 PRICE**

.....90.....

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION**

... 10.....

**Total points for Price and B-BBEE must not exceed**

**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Sworn Affidavit and or Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



- 5.3 According to the amended codes, an Exempted Miro Enterprise (EME) is only to obtain a sworn affidavit or a Certified issue by Companies and Intellectual Property Commission (CIPC) confirming annual turnover of 10 million or less and level of black ownership to claim points, whereas in terms of the Preferential Procurement regulations, a certificate from a registered auditor, accounting officer as contemplated in the Close Corporations Act, or an accredited verification agency.
- 5.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 **B-BBEE Status Level of Contribution:** ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a sworn affidavit or B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? **YES / NO**  
(delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of firm : .....
- 9.2 VAT registration number : .....
- 9.3 Company registration number : .....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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) .....
---

DATE:.....

ADRESS:.....  
.....  
.....



## 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. willfully 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <hr/> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## CERTIFICATE OF INDEPENDENT BID 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 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.



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TN008/2016: SUPPLY AND INSTALLATION OF ENERGY EFFICIENT LIGHTING  
EQUIPMENT IN DAWID KRUIPER MUNICIPAL AREA

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>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 bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

<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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder