

ABAQULUSI MUNICIPALITY



TENDER DOCUMENT

TENDER NAME : Appointment of a Service Provider for Energy Performance Assessment, Intervention Planning, and Implementation Support under the Energy Efficiency Programme for the municipality.

TENDER NO : 8/2/1/593

NAME OF TENDERER : _____

TELEPHONE NUMBER : _____

E-MAIL : _____

PHYSICAL ADDRESS : _____

TENDER SUM (INCL. VAT) : _____

TENDER CLOSING AT 12:00PM ON 03 JUNE 2026



EMPLOYER
ABAQULUSI MUNICIPALITY

PO Box 57
VRYHEID
3100

Contact Details:
Tell: (034) 982 2133
Fax: (034) 9890 9637

**PART A
INVITATION TO BID**

| | | | | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | 8/2/1/593 | CLOSING DATE: | 03 JUNE 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR ENERGY PERFORMANCE ASSESSMENT, INTERVENTION PLANNING, AND IMPLEMENTATION SUPPORT UNDER THE ENERGY EFFICIENCY PROGRAMME FOR THE MUNICIPALITY. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE HAND DELIVERED IN SCM
OFFICE NO.4 AT **CORNER OF HIGH STREET AND MARK STREET**

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| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |

| | | | |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u></p> | <p align="center"><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p align="center">[IF YES ENCLOSE PROOF]</p> | <p align="center"><u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u></p> | <p align="center"><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p align="center">[IF YES, ANSWER PART B:3]</p> |
| <p align="center">TOTAL NUMBER OF ITEMS OFFERED</p> | | <p align="center">TOTAL BID PRICE</p> | <p align="center">R</p> |
| <p align="center">SIGNATURE OF BIDDER</p> | <p align="center">.....</p> | <p align="center">DATE</p> | |
| <p align="center">CAPACITY UNDER WHICH THIS BID IS SIGNED</p> | | | |
| <p align="center">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p> | | <p align="center">TECHNICAL INFORMATION MAY BE DIRECTED TO:</p> | |
| <p>DEPARTMENT</p> | <p>SCM</p> | <p>CONTACT PERSON</p> | <p>Mr N Mbongwa</p> |
| <p>CONTACT PERSON</p> | <p>Miss CS Thungo</p> | <p>TELEPHONE NUMBER</p> | <p>034 9822 133</p> |
| <p>TELEPHONE NUMBER</p> | <p>034 9822 133 x 2277</p> | <p>FACSIMILE NUMBER</p> | <p>034 9821 939</p> |
| <p>FACSIMILE NUMBER</p> | <p>034 9821 939</p> | <p>E-MAIL ADDRESS</p> | <p>engineering@abaqulusi.gov.za</p> |
| <p>E-MAIL ADDRESS</p> | <p>scm@abaqulusi.gov.za</p> | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER NUMBER: 8/2/1/593

PUBLISHED DATE: 24/05/2026

DEPARTMENT: TECHNICAL

Appointment of a Service Provider for Energy Performance Assessment, Intervention Planning, and Implementation Support under the Energy Efficiency Programme for the municipality.

Acceptable Bid will be initially evaluated base on responsiveness, functionality, price on the basis of 80 points financial offer and 20 points for Specific Goals.

Tender documents will be self-downloaded E-tender portal (www.etenders.gov.za) as from the 18th of May 2026.

Only Tenderers scoring 70% or more on functionality will be considered eligible for evaluation.

Tender are to be completed in accordance with the conditions and bid rules contain in the Tender document and supporting documents must be placed in a sealed envelope and clearly marked “**APPOINTMENT OF A SERVICE PROVIDER FOR ENERGY PERFORMANCE ASSESSMENT, INTERVENTION PLANNING, AND IMPLEMENTATION SUPPORT UNDER THE ENERGY EFFICIENCY PROGRAMME FOR THE MUNICIPALITY.**” : Tender NO: 8/2/1/593” must be hand delivered to SCM Office no.4, Abaqulusi Local Municipality, corner of high and Mark Street Vryheid 3100 by not later than **03 JUNE 2026**, at 12h00.

The municipality does not bind itself to accept the lowest or any bid, and reserves the right to accept any bid or part thereof.

CONDITIONS:

- ❖ No awards will be made to a person, who is not registered on the Central Supplier Data base
- ❖ No awards will be made to a person, who is in the service of the state
- ❖ No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state , and / or
- ❖ No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ Fill in all the Municipal Bidding Documents (MBD’S) failure to do so will automatically disqualify.
- ❖ Fully Completed all the MBD’S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website (www.abaqulusi.gov.za) and submit them with your bid document.
- ❖ Tender will be evaluated based on responsiveness, completeness and functionality then price and specific goals
- ❖ EVALUATION CRITERIA: Experience=30 points, methodology= 30 points, qualifications and competence of project team= 30 points and youth employment and capacity building plan = 10 points.
- ❖ Late bids will not be accepted,
- ❖ The tender will be valid for a period of 90 days after the closing date
- ❖ The tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ Failure to comply with these conditions will result in immediate disqualification of the bid.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or ward a contract to the bidder scoring the highest number of points.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed) to claim special goals
 - ❖ Valid copy of company registration document
 - ❖ IF above R10m, an audited three-year AFS must be provided
 - ❖ SARS PIN or Tax Clearance certificate must be submitted
 - ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
 - ❖ Relevant experience with reference letter must be provided
 - ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted not older than three months or lease agreement
 - ❖ Certified copies of identity documents of directors and owners of the company must be submitted
- For more SCM enquiries please contact Supply Chain Management office at scm@abagulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are Non-Compliant

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

For more information, please contact Supply Chain Management office on 034 9822133 Ext. 2277.

S.P DLAMINI

MUNICIPAL MANAGER

SPECIFICATION

APPOINTMENT OF A SERVICE PROVIDER FOR ENERGY PERFORMANCE ASSESSMENT, INTERVENTION PLANNING, AND IMPLEMENTATION SUPPORT UNDER THE ENERGY EFFICIENCY PROGRAMME FOR THE MUNICIPALITY.

1. PURPOSE OF THIS SPECIFICATION

This specification defines the minimum technical, quality, workmanship, testing, commissioning, documentation, warranty and pricing requirements for the supply, delivery, installation, testing and commissioning of 257 energy-efficient 100 W LED street light luminaires to be implemented by Abaqulusi Local Municipality under the EEDSM grant programme. The intention is to replace inefficient street lighting equipment with modern, durable and high-performance LED luminaires that reduce electricity consumption, improve lighting reliability, lower maintenance requirements and support future measurement and verification of savings.

2. PROJECT CONTEXT AND OBJECTIVE

The Municipality has received EEDSM grant funding to develop an extended baseline of potential energy efficiency projects, shortlist priority interventions for implementation, establish detailed electricity baselines for selected projects, prepare an energy audit report and business plan, submit monthly and quarterly progress reports, and support independent measurement and verification of energy savings. The current-year implementation priority is the retrofit of 257 street lights with 100 W LED luminaires. This specification is therefore written to ensure that the resulting tender is technically robust, procurement-ready and aligned with municipal operational requirements.

3. SCOPE OF WORK

- a. Detailed verification of the street lighting inventory, mounting arrangements and site conditions before installation.
- b. Supply, delivery and safe storage of 257 complete 100 W LED street light luminaires and all associated accessories required for a fully operational installation.
- c. Removal of existing luminaires and associated obsolete accessories where replacement is required.
- d. Installation of new luminaires on existing poles/brackets/arms where suitable, including all fixings, connectors, cut-outs, internal tails, and adaptors required for a complete installation.
- e. Functional testing, electrical safety testing, night-time inspection, commissioning, and correction of defects.
- f. Provision of as-built information, asset register updates, warranty certificates, crushing certificates training, and handover documentation.
- g. Support to the Municipality and its appointed M&V function through the provision of asset data, commissioning records, and any required intervention evidence.

In addition to the physical street lighting retrofit works, the successful tenderer shall be responsible for the following mandatory EEDSM programme deliverables and compliance outputs:

- Extended baseline of all possible EEDSM projects in the municipality. This shall cover the wider municipal EEDSM opportunity pipeline beyond the current street lighting intervention and shall identify all reasonably foreseeable energy efficiency and demand-side opportunities across municipal infrastructure and services.
- Shortlisted priority projects for the current financial year. The tenderer shall develop and motivate a prioritised shortlist for implementation in the current financial year, taking into account technical feasibility, municipal readiness, expected savings, budget availability, operational criticality and ease of delivery.
- Detailed electricity consumption baseline for shortlisted interventions. For each shortlisted intervention, the tenderer shall establish a credible electricity consumption baseline using available billing data, asset inventories, operating hours, field verification, measurements and reasonable engineering assumptions where necessary.
- Energy Audit Report combining extended and detailed baselines. A consolidated audit report shall be submitted, combining the extended municipal baseline with the detailed technical and consumption baselines for shortlisted interventions, and shall include findings, opportunities, assumptions, calculations, risks, recommendations and implementation priorities.
- Business Plan in the DEE template with energy savings targets and cost estimates. The tenderer shall prepare the required Business Plan in the prescribed DEE template, including intervention descriptions, baseline information, quantified energy savings targets, implementation costs, assumptions, proposed schedules and any supporting information reasonably required by the Municipality or DEE.
- Monthly progress reports signed by the Municipal Manager. The tenderer shall prepare draft monthly progress reports for municipal review and signature by the Municipal Manager, covering progress against programme, deliverables achieved, expenditure status, implementation challenges, remedial actions, and planned activities for the following month.
- Quarterly reports to the DEE (September, December, March, June). The tenderer shall prepare the quarterly reporting packs required by the DEE for submission in September, December, March and June, and shall provide all technical, financial and progress inputs necessary for municipal sign-off and submission.
- Independent Measurement and Verification (M&V) of energy savings. The tenderer shall support the independent M&V process by providing complete baseline data, asset registers, commissioning records, implementation evidence, savings calculations, measurement records, and any other technical information reasonably required by the appointed M&V professional or entity.

These deliverables shall form part of the contractual scope and shall be read together with the technical specification, reporting obligations, handover requirements and M&V support provisions elsewhere in this document.

4. GENERAL REQUIREMENTS

The tenderer shall include in its rates all labour, supervision, transport, tools, access equipment, lifting gear, traffic accommodation, consumables, small materials, terminations, fasteners, seals, testing instruments, waste handling, insurance, permits, health and safety compliance, quality assurance and all other costs necessary to complete the works.

The tenderer shall verify all site conditions before pricing. The tenderer remains responsible for ensuring compatibility of the luminaire mounting interface, electrical connection arrangement and operating environment.

All materials shall be new, unused, fit for purpose, suitable for outdoor municipal street lighting service and sourced through an authorised supply chain with full manufacturer support in South Africa.

The works shall be carried out with minimal disruption to municipal operations and public movement, and all work on live public-road environments shall be executed under an approved traffic and safety method statement.

5. APPLICABLE STANDARDS AND REGULATORY FRAMEWORK

Equipment, workmanship, testing and installation shall comply with the latest applicable editions of relevant legislation, South African standards, international standards and municipal requirements. Compliance shall include, where applicable, the Occupational Health and Safety Act, the Construction Regulations, SANS 10142 for low-voltage installations, the SANS/IEC 60598 series for luminaires, IEC 62031 for LED modules, IEC 61347 for LED control gear, IEC 60529 for ingress protection, IEC 62262 for impact protection, relevant EMC standards, and any applicable NRS or municipal street lighting requirements. Where a conflict arises, the more stringent requirement shall apply.

6. DETAILED TECHNICAL SPECIFICATION FOR THE LED STREET LIGHT LUMINAIRE

| Parameter | Minimum Requirement |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Luminaire type | Road and street lighting LED luminaire suitable for pole-top or side-entry mounting in outdoor municipal service. |
| Rated power | Nominal 100 W system power at full output. The tenderer shall state actual input power offered, which shall not exceed 110 W. |
| Supply voltage | 220–240 V AC, 50 Hz, or wider universal range suitable for South African public lighting networks. |
| Power factor | Minimum 0.95 at full load. |
| Driver efficiency | Not less than 90%. Driver to be replaceable without replacing complete luminaire body. |
| Surge protection | Minimum 10 kV integrated surge protection device, with preference for 20 kV for high exposure locations. |
| Ingress protection | Minimum IP66 for optical and gear compartments. |
| Impact resistance | Minimum IK08; IK09 or IK10 preferred. |
| Housing material | Corrosion-resistant die-cast aluminium or equivalent marine/coastal-grade material with durable outdoor finish. |

| Parameter | Minimum Requirement |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Optical system | High-efficiency LED optical system suitable for road/street distribution; lenses shall be UV-stabilised and resistant to yellowing. |
| Luminous efficacy | Luminaire efficacy not less than 130 lm/W. Bidders shall submit photometric data and rated lumens. |
| Luminous flux | Sufficient lumen output to achieve intended road lighting performance at the specified mounting arrangement; bidder to provide rated delivered lumens. |
| Colour temperature | Neutral white in the range 4000 K to 5700 K unless otherwise approved by the Municipality. |
| Colour rendering index | CRI \geq 70. |
| Lifetime | Minimum L70/B10 of 100,000 operating hours at design ambient temperature; bidders to state TM-21 or equivalent projection basis where available. |
| Ambient operation | Suitable for continuous operation at local outdoor ambient conditions up to at least 35 °C, with higher temperature capability preferred. |
| Driver protection | Short-circuit, over-voltage, over-temperature and open/short LED protection. |
| Harmonic performance | THD \leq 20% at rated operation. |
| Control interface | Luminaire shall be suitable for dusk-to-dawn operation. Where required by the Municipality, it shall accept a photocell or control node arrangement compatible with the offered fitting. |
| Mounting spigot | Suitable for common side-entry and/or post-top mounting arrangements, nominal 42–60 mm spigot range, with secure adjustable clamping. |
| Finish | Powder-coated or equivalent long-life outdoor coating system resistant to UV, corrosion and pollution. |
| Marking | Each fitting shall bear permanent identification showing manufacturer, model, wattage, serial or batch traceability, voltage range, IP rating and date code. |
| Warranty | Minimum 5-year comprehensive warranty covering luminaire body, optical system, LED engine, driver and surge protection device. |

7. SUPPORTING MATERIALS AND ACCESSORIES

The luminaire shall be supplied complete with all mounting brackets, clamps, entry glands, seals, stainless steel fasteners, adaptor sleeves and internal connection accessories necessary for a complete installation.

Where required to complete the retrofit, the contractor shall provide and install pole cut-outs, HRC or equivalent fuses, line and neutral tails, insulated connectors, ferrules, identification sleeves and any ancillary materials required for safe termination.

Where photocells, NEMA receptacles or shorting caps are part of the local control architecture, the bidder shall price and provide compatible accessories as identified in the Bill of Quantities.

All accessories exposed to weather shall be UV-stable, corrosion resistant and appropriate for long-term outdoor service.

8. INSTALLATION REQUIREMENTS

- Before removal or installation, the contractor shall verify the pole number or location reference, mounting arrangement, condition of bracket/arm, supply condition, accessibility and any visible defects that may affect the retrofit.
- Existing luminaires identified for replacement shall be carefully removed without damage to poles, brackets, outreach arms, cabling or municipal assets.
- The contractor shall inspect the existing electrical termination condition inside the pole or mounting enclosure and replace minor consumable connection items necessary for a compliant and safe installation.
- Where poles, brackets, spigots, doors, cut-outs or wiring are materially defective and outside the defined minor-works allowance, the contractor shall notify the Employer's Representative for instruction before proceeding.
- Luminaires shall be mounted squarely, tightened to manufacturer torque requirements, sealed against ingress and oriented correctly for the road geometry.
- The contractor shall ensure correct polarity, secure earthing where applicable, neat cable dressing, protection of insulation and full reinstatement of access covers and doors.
- Each completed installation shall be left safe, clean, operational and appropriately labelled in the asset register.

9. QUALITY OF LIGHTING AND PERFORMANCE SUBMITTALS

Bidders shall submit manufacturer data sheets for the offered luminaire, LED driver and surge protection device.

Bidders shall submit photometric files (IES/LDT or equivalent) and a schedule indicating rated input power, lumens, efficacy, CCT, CRI, IP rating, IK rating, power factor and surge protection level.

The Municipality reserves the right to request a lighting design check for representative road classes or mounting configurations to confirm suitability before award or before installation.

The offered luminaire shall provide uniform, glare-controlled road lighting suitable for municipal street lighting applications and shall not create objectionable light spill or unsafe dark patches when correctly installed.

10. TESTING, INSPECTION AND COMMISSIONING

- a. Factory or type-test evidence shall be submitted for compliance with the specified standards, including IP, IK, electrical safety and photometric performance.
 - b. On site, every installed luminaire shall be functionally tested for energization, switching, stability of operation and correct optical orientation.
 - c. The contractor shall carry out electrical safety checks, including verification of terminations, insulation condition of disturbed circuits and polarity.
1. A night patrol inspection shall be undertaken jointly with the Municipality for a representative sample or for all completed streets, as directed, in order to confirm correct operation and aiming.
 2. Any failed luminaire, driver, accessory, surge device or defective installation identified during commissioning shall be replaced or rectified at the contractor's cost before handover.
 3. Commissioning records shall identify the location, date, equipment installed, serial/batch reference, test result and any corrective action taken.

Where applicable, the documentation submitted under this section shall be cross-referenced to the EEDSM programme deliverables listed in Section 3, including the audit report, DEE business plan inputs, monthly progress reports, quarterly reporting packs and M&V support records.

11. DOCUMENTATION AND HANDOVER REQUIREMENTS

- Installation programme and method statement.
- Approved health and safety file and risk assessments.
- Material submittals and manufacturer data sheets.
- Delivery notes, crushing certificates and traceability records.
- Commissioning sheets and defect rectification records.
- Updated asset register showing pole/location reference, luminaire model, wattage, serial or batch reference and installation date.
- Warranty certificates and supplier support contacts.
- Training or handover briefing records for municipal personnel.
- Final completion report summarizing quantities installed, exceptions, defects corrected and outstanding recommendations.

12. WARRANTY, DEFECTS LIABILITY AND AFTER-SALES SUPPORT

The contractor shall provide a minimum five-year written warranty from the manufacturer and installer, covering premature LED depreciation, driver failure, surge protection failure, material defects, corrosion failure, water ingress, optical failure and workmanship defects. During the defect's liability period, all failed equipment and defective workmanship shall be repaired or replaced at no additional cost to the Municipality. The bidder shall also confirm the local availability of spare drivers, surge devices and technical support for the offered product.

13. ENVIRONMENTAL, SAFETY AND DISPOSAL REQUIREMENTS

- The contractor shall comply with all applicable occupational health and safety requirements and shall ensure that all work teams are competent, supervised and appropriately equipped.
- Traffic accommodation, cones, warning signs, barricading and public protection measures shall be provided wherever work affects roads, sidewalks or public movement.

- Removed luminaires, lamps and obsolete materials shall be handled, transported and disposed of or recycled in accordance with applicable environmental and waste management requirements.
- No removed municipal asset shall be retained by the contractor unless specifically instructed in writing by the Municipality.

14. MEASUREMENT AND PAYMENT PRINCIPLES

Measurement shall be based on the actual number of complete and accepted installations, unless an item is expressly stated as lump sum, provisional sum or rate-only.

Unit rates for luminaires shall include supply, delivery, removal of old fitting, installation, fixings, connectors, commissioning and all incidental work required for a fully operational fitting unless separately measured in the BoQ.

Provisional items shall only be paid where instructed and where actual quantities are verified by the Employer's Representative.

No additional claim shall be entertained for minor consumables, small sundries, standard fixings, routine access requirements or normal installation effort deemed necessary to complete the works.

QUALIFICATION CRITERIA

1. QUALITY SCORECARD:

The functionality assessment shall comprise four (4) main criteria with a total weighting of 100 points. Tenderers will be evaluated on the basis of their demonstrated experience, team capability, methodology, and capacity-building proposals relevant to the scope of work.

Only tenderers who achieve the minimum functionality threshold of 70 points out of 100 shall be considered for further evaluation on price and preference, subject to the Municipality's Supply Chain Management policy and applicable procurement prescripts.

1.1 Quality Scoring Method

Each sub-criterion shall be scored using the following scale:

| Level | Percentage Score | Descriptor |
|-------|------------------|-----------------------------------------------------------------------------------|
| 0 | 0 | Failed to address the requirement or no relevant evidence was submitted |
| 1 | 40 | Poor / limited response with inadequate relevant evidence |
| 2 | 70 | Acceptable response meeting the minimum requirement with adequate evidence |
| 3 | 90 | Good response exceeding minimum requirements with strong relevant evidence |
| 4 | 100 | Excellent response with comprehensive, project-specific and high-quality evidence |

The weighted score for each criterion shall be calculated by applying the percentage score achieved to the allocated points for that criterion.

2. QUALITY CRITERIA AND WEIGHTINGS

| No. | Main Criterion | Weight |
|-----|--------------------------------------------------------|------------|
| 1 | Experience in Similar Projects | 30 |
| 2 | Qualifications and Competence of the Project Team | 30 |
| 3 | Proposed Methodology, Work Plan and Technical Approach | 30 |
| 4 | Youth Employment and Capacity Building Plan | 10 |
| | Total | 100 |

3. DETAILED FUNCTIONALITY CRITERIA

3.1 Criterion 1: Experience in Similar Projects – 30 Points

This criterion assesses the tenderer’s proven experience in energy efficiency assignments of similar nature, scale, and complexity, particularly within municipalities or the public sector.

Sub-criteria

| Sub-Criterion | Description | Points |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1.1 | Experience in conducting detailed energy audits, including ASHRAE Level 2 or equivalent audits | 10 |
| 1.2 | Experience in municipal, public-sector, or infrastructure-related energy efficiency projects, including street lighting or public lighting systems | 10 |
| 1.3 | Experience in preparing baselines, technical specifications, business plans, cost estimates, and M&V / MRV frameworks for implementation-ready projects | 10 |
| | Total | 30 |

Scoring Guidance

| Level | Score % | Prompt for Judgement |
|-------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | 0 | No relevant project experience submitted, or the submission fails to demonstrate capability in energy audits, baseline development, or energy efficiency project preparation. |
| 1 | 40 | Limited relevant experience, typically 1–2 comparable projects. Evidence is weak, incomplete, or not aligned to municipal/public-sector requirements. Little or no evidence of street lighting, EEDSM, or implementation-ready outputs. |
| 2 | 70 | Acceptable experience with 3–4 comparable projects supported by appointment letters, completion certificates, reference letters, or project summaries. Demonstrates adequate capability in audits and baseline-related work. |
| 3 | 90 | Strong experience with 5–7 comparable projects, including municipal or public-sector assignments. Clear evidence of energy audits, prioritisation of interventions, technical specifications, and reporting for implementation. |
| 4 | 100 | Extensive and highly relevant experience with 8 or more comparable projects, including municipal EEDSM programmes, public lighting efficiency projects, business plans, baselines, and M&V frameworks. Demonstrates ability to add value and deliver best-practice outcomes. |

3.2 Criterion 2: Qualifications and Competence of the Project Team – 30 Points

This criterion evaluates whether the proposed team has the technical qualifications, professional registrations, and practical experience necessary to deliver the assignment.

Sub-criteria

| Sub-Criterion | Description | Points |
|---------------|-------------|--------|
|---------------|-------------|--------|

| | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 2.1 | Lead Project Engineer / Energy Specialist with relevant qualification and professional registration, such as Pr Eng, Pr Tech Eng, or equivalent, and energy efficiency credentials such as CEM | 10 |
| 2.2 | Measurement and Verification Specialist with CMVP or equivalent demonstrated M&V competence | 8 |
| 2.3 | Technical support team, including electrical engineers / technicians / auditors / data analysts with relevant experience in energy audits, street lighting assessments, baselining, and report preparation | 8 |
| 2.4 | Demonstrated capacity of the proposed team to compile business plans, cost estimates, DEE reporting, and implementation-ready tender documentation | 4 |
| | Total | 30 |

Scoring Guidance

| Level | Score % | Prompt for Judgement |
|-------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | 0 | No CVs, qualifications, or proof of professional competence submitted. Team structure is absent or clearly inadequate. |
| 1 | 40 | Team submitted but key skills are missing. Limited qualifications or weak evidence of energy audit, M&V, or public lighting competence. Medium to high delivery risk. |
| 2 | 70 | Team has acceptable qualifications and experience, including at least one suitably qualified lead resource and technically capable support personnel. Demonstrates reasonable capacity to execute the assignment. |
| 3 | 90 | Strong team composition with a qualified lead engineer, M&V capability, and experienced technical personnel with relevant municipal, audit, and reporting experience. Provides confidence in successful delivery. |
| 4 | 100 | Excellent multidisciplinary team with highly suitable qualifications, professional registration, CEM/CMVP-type skills, public lighting and baseline expertise, and strong evidence of successful delivery on comparable projects. |

3.3 Criterion 3: Proposed Methodology, Work Plan and Technical Approach – 30 Points

This criterion assesses the tenderer's understanding of the assignment and the suitability of the proposed methodology to deliver all required outputs, including the audit, baseline, business plan, implementation support, reporting, and M&V components.

Sub-criteria

| Sub-Criterion | Description | Points |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 3.1 | Understanding of the project scope, objectives, deliverables, and municipal operating environment | 4 |
| 3.2 | Methodology for extended baseline development of all possible EEDSM projects across the municipality | 5 |
| 3.3 | Methodology for developing the detailed electricity consumption baseline for shortlisted interventions, including the 257 × 100 W LED streetlight project | 5 |

| | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 3.4 | Approach to undertaking the Energy Audit Report, identifying and prioritising interventions, and preparing the DEE business plan with savings targets and cost estimates | 6 |
| 3.5 | Technical approach for preparing implementation-ready specifications, BoQs, and support for streetlight retrofit implementation, testing, commissioning, and handover | 4 |
| 3.6 | Proposed M&V / MRV framework, including post-implementation verification of energy savings and reporting approach | 3 |
| 3.7 | Risk assessment, quality control, and realistic programme aligned to the project period and reporting deadlines | 3 |
| | Total | 30 |

Scoring Guidance

| Level | Score % | Prompt for Judgement |
|-------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | 0 | No meaningful methodology submitted. Submission fails to demonstrate understanding of the project or how the deliverables will be achieved. |
| 1 | 40 | Methodology is generic, superficial, or copied from unrelated projects. Limited understanding of municipal EEDSM, street lighting, DEE reporting, or baseline requirements. |
| 2 | 70 | Acceptable methodology that addresses the main activities and deliverables. Demonstrates a reasonable understanding of audits, baselining, intervention prioritisation, and reporting. |
| 3 | 90 | Detailed, project-specific methodology with a logical work plan, clear sequencing of tasks, realistic programme, and sound technical approach to delivery of all key outputs. |
| 4 | 100 | Outstanding methodology that is highly detailed and tailored to Abaqulusi Local Municipality. Demonstrates excellent technical insight, risk mitigation, innovation, practical implementation planning, quality assurance, and strong value-add. |

3.4 Criterion 4: Youth Employment and Capacity Building Plan – 10 Points

This criterion assesses the quality and practicality of the tenderer's proposal for local skills development, youth employment, and transfer of knowledge to municipal officials.

Sub-criteria

| Sub-Criterion | Description | Points |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 4.1 | Plan to employ three (3) unemployed youth for a period of four (4) months under the project | 3 |
| 4.2 | Defined roles, mentoring, supervision, and practical exposure of youth to energy audits, baseline development, reporting, and project support activities | 3 |
| 4.3 | Plan to support two (2) municipal officials through relevant energy efficiency / M&V / technical training, including registration and facilitation arrangements | 2 |
| 4.4 | Clear training programme, implementation schedule, and sustainability of capacity-building outcomes beyond project close-out | 2 |

| | | |
|--|--------------|-----------|
| | Total | 10 |
|--|--------------|-----------|

Scoring Guidance

| Level | Score % | Prompt for Judgement |
|-------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 | 0 | No youth employment or capacity-building plan submitted. |
| 1 | 40 | Basic commitment stated, but the proposal lacks sufficient detail on numbers, roles, mentoring, training content, or implementation arrangements. |
| 2 | 70 | Acceptable plan showing how unemployed youth will be appointed and how capacity building will be delivered to municipal officials. |
| 3 | 90 | Strong and structured plan with clear roles, timelines, supervision arrangements, and practical skills transfer mechanisms. |

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001

"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax

Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized 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, shareholder²):.....

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.....

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national council of provinces;

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

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

3.9 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 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 the 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, trustee, 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 Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--------------------------------------------------|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Previously disadvantaged individuals | 5 | |
| Women | 5 | |
| Disabled | 5 | |
| Youth | 5 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

WITNESSES

CAPACITY

1

SIGNATURE

2

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (VAT INCL) | COMPLETION DATE | The specific goals allocated points in terms of this tender | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|-------------------------------|-------------------------|------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------|
| | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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? (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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes | No |
| 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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes | No |

| | | | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |

| | |
|-------|-----------------------------|
| 4.7.1 | 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 bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.² 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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 consortium³ 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.
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.

³ 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.

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

.....
Name of bidder

PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been prepared generally in accordance with recognised Electrical Engineering measurement principles and standard industry practice applicable to electrical installations and services in South Africa.

The short descriptions of items in the Bill of Quantities are for identification purposes only. The measurement and payment provisions contained in the Standardised Electrical Specifications and Particular Specifications, read together with the relevant clauses of the Project Specifications and the directives shown on the drawings, shall define the full extent of ancillary and associated work and activities included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

| | | | | | |
|-----|---|---------|----------|---|-----------------|
| No. | = | number | PC sum | = | Prime cost sum |
| % | = | percent | Prov sum | = | Provisional sum |

10. PRODUCT NAMES OR SIMILAR APPROVED

Wherever reference has been made to product names, it also includes all similar MUNICIPALITY approved product names. Should alternative products be included, all relevant information to be supplied for approval by MUNICIPALITY.

11. PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

12. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labor
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

Bill of Quantities

| Item | Description | Unit | Qty | Rate (R) | Amount (R) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|----------|------------|
| A | PROFESSIONAL SERVICES /PROGRAMME DELIVERABLES | | | | |
| A1 | Project inception, mobilisation, stakeholder engagement, data request schedule and programme management | LS | 1 | | |
| A2 | Extended baseline of all possible EEDSM projects in the municipality | LS | 1 | | |
| A3 | Shortlisted priority projects for the current financial year | LS | 1 | | |
| A4 | Detailed electricity consumption baseline for shortlisted interventions | LS | 1 | | |
| A5 | Energy Audit Report combining extended and detailed baselines | LS | 1 | | |
| A6 | Business Plan in the DEE template with energy savings targets and cost estimates | LS | 1 | | |
| A7 | Monthly progress reports prepared for Municipal Manager signature | Month | 4 | | |
| A8 | Quarterly reports to the DEE (September, December, March and June) | No. | 4 | | |
| A9 | Support to independent Measurement and Verification (M&V) of energy savings, including provision of baseline data, installation records and responses to queries | LS | 1 | | |
| B | PRELIMINARIES AND GENERAL FOR IMPLEMENTATION WORKS | | | | |
| B1 | Mobilisation, site establishment, verification of street list, programme, method statements and coordination with municipal representatives | LS | 1 | | |
| B2 | Health and safety compliance file, risk assessments, toolbox talks, supervision and statutory compliance | LS | 1 | | |
| B3 | Traffic accommodation, barricading, warning signage and public safety measures for all work areas | LS | 1 | | |
| B4 | Detailed pre-installation survey and condition verification of 257 street light points | LS | 1 | | |
| C | SUPPLY AND INSTALLATION OF LED LUMINAIRES | | | | |
| C1 | Supply, deliver, install, test and commission 100 W LED street light luminaire complete with mounting hardware and integrated surge protection | No. | 257 | | |
| C2 | Remove existing street light fitting and make safe for replacement | No. | 257 | | |
| C3 | Disposal or delivery to municipal store of removed luminaires and obsolete materials as instructed | No. | 257 | | |
| C4 | Pole internal tails, insulated connectors, ferrules, glands and standard minor sundries necessary for complete installation | No. | 257 | | |
| C5 | Pole cut-out and fuse assembly replacement where existing unit is defective and replacement is required | No. | 60 | | |

| | | | | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------------------------|--|
| C6 | Spigot adaptor / mounting sleeve / bracket correction set where required to fit new luminaire to existing arm | No. | 60 | | |
| C7 | Photocell / receptacle / shorting cap compatible with offered luminaire control arrangement, where required | No. | 60 | | |
| C8 | Minor pole door, gland plate or termination enclosure rectification directly associated with the retrofit | No. | 40 | | |
| D | TESTING, COMMISSIONING AND HANDOVER | | | | |
| D1 | Functional testing and commissioning of each installed fitting | No. | 257 | | |
| D2 | Night-time inspection, aiming verification and correction of installation defects | LS | 1 | | |
| D3 | Asset tagging / location referencing and update of installation register | No. | 257 | | |
| D4 | Submission of commissioning records, warranty certificates, as-built information and completion report | LS | 1 | | |
| D5 | Training / handover briefing to designated municipal officials | LS | 1 | | |
| E | OPTIONAL OR RATE-ONLY ITEMS (FOR USE IF INSTRUCTED) | | | | |
| E1 | Replacement outreach arm / bracket assembly complete | No. | 20 | | |
| E2 | Replacement lantern suspension / mounting clamp assembly | No. | 20 | | |
| E3 | Additional access using truck-mounted platform beyond standard installation assumptions | Hour | 40 | | |
| E4 | Attendance on Municipality or independent M&V verification team and provision of installation evidence beyond the contractual deliverables | Hour | 16 | | |
| | | | | | |
| | | | | Sub-total Excl. VAT | |
| | | | | VAT (15%) | |
| | | | | Total Incl. VAT | |

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“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.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.

- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“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.
- 1.26 **“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.
- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

- 1.30 **Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **“Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 **“Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 **“Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 **“Parliament**” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 **“Person**” includes reference to a juristic person.
- 1.38 **“Project site**” where applicable, means the place indicated in bidding documents.
- 1.39 **“Purchaser**” means the organization purchasing the goods.
- 1.40 **“Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 **“Republic**” or **“RSA**” means the Republic of South Africa.
- 1.42 **“RFP**” means Request for Proposal.
- 1.43 **“RFT**” means Request for Tender.

- 1.44 **“RFQ”** means Request for Quotation.
- 1.45 **“SCC”** means the Special Conditions of Contract.
- 1.46 **“Secretary”** means the Secretary to Parliament.
- 1.47 **“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.
- 1.48 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **“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.
- 1.52 **“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.
- 1.53 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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
- 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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to

substitute the rejected supplies, purchase such supplies 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 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election 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 in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 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.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 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.
- 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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 in SCC.

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

33. Ownership and Copyright

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

DECLARATION

I, THE UNDERSIGNED
(NAME).....

CERTIFY THAT I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Position

.....
Date

.....
Name of bidder

