

MUNISIPALITEIT KAREEBERG MUNICIPALITY**TENDER DOCUMENT****TENDER: KBM 03-2025**

**THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY,
DELIVERY AND INSTALLATION OF 6 HIGH MASTS IN WARDS 1, 2, 3, 5
AND WARD 6 OF KAREEBERG LOCAL MUNICIPALITY**

CLOSING DATE: 24 APRIL 2025**CLOSING TIME: 12H00**

ENQUIRIES: Mr Jasper van der Westhuizen
10 Hanau Street, Carnarvon, 8925
(053) 382 3012

NAME OF BIDDING COMPANY:

CONTACT PERSON (*FULL NAMES*):

TEL NO: (.....) CELL:

CENTRAL SUPPLIER DATABASE NO: **MAAA**.....

DATE OF TENDER :

TENDER CONTRACT PRICE :

SIGNATURE OF TENDERER:

Munisipaliteit KAREEBERG Municipality

TENDER KBM 03-2025**THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY,
DELIVERY AND INSTALLATION OF 6 HIGH MASTS IN WARDS 1, 2, 3, 5
AND WARD 6 OF KAREEBERG LOCAL MUMICIPALITY****CLOSING DATE: 24 APRIL 2025****CLOSING TIME: 12:00**

NAME OF BIDDER*

ADDRESS*

NAME OF PERSON RESPONSIBLE FOR
TENDER*

TEL NUMBER*

FAX NUMBER*

TENDER AMOUNT, INCL VAT*

B-BBEE STATUS LEVEL*

CENTRAL SUPPLIER DATATBASE REG
NO*

DELIVERY / COMPLETION PERIOD

(*TO BE COMPLETED BY BIDDER)

KAREEBERG MUNICIPALITY**TENDER: KBM 03-2025**

**THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY, DELIVERY
AND INSTALLATION OF 6 HIGH MASTS IN WARDS 1, 2, 3, 5 AND WARD 6 OF
KAREEBERG LOCAL MUMICIPALITY**

GENERAL TENDER INFORMATION

TENDER ADVERTISED : **KBM 03-2025**

CLOSING DATE : **24 APRIL 2025**

CLOSING TIME : **12:00**

CLOSING VENUE : **SCM Tender Box – Kareeberg Municipality – 10
HanauStreet, Carnarvon, 8925**

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KAREEBERG MUNICIPALITY

TENDER INVITATION

TENDER: KBM 03-2025

CLOSING TIME: 12:00

CLOSING DATE 24 APRIL 2025

TENDER KBM 03-2025: THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY, DELIVERY AND INSTALLATION OF 6 HIGH MASTS IN WARDS 1, 2, 3, 5 AND WARD 6 OF KAREEBERG LOCAL MUNICIPALITY

Tenders are hereby invited for
THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY, DELIVERY AND INSTALLATION OF 6 HIGH MASTS IN WARDS 1, 2, 3, 5 AND WARD 6 OF KAREEBERG LOCAL MUNICIPALITY

Tenders must be submitted on the original documents and remain valid, irrevocable and open for acceptance by the Municipality at any time for a period of 150 days after the closing date in the tender document). Enquiries about the specifications of the tender may be addressed to Mr Jasper van der Westhuizen at telephone (053) 382 3012.

The fully completed original tender document must be in a sealed envelope and be deposited in the **tender box on the at the Kareeberg Municipality –, 10 Hanau Street, Carnarvon, 8925 by not later than 12:00 on 24 April 2025**. The envelope must be endorsed clearly on the outside with the number, title and closing date of the tender as above. The tender box will be emptied just after 12:00 on the closing date after which all bids will be opened in public. Late bids or bids submitted by e-mail or fax will under no circumstances be accepted. Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), The Preferential Procurement Regulations, 2017 and the Kareeberg Municipality's Supply Chain Management Policy, for which 80 points will be allocated in respect of price and 20 points in respect of Preference Procurement. ***The tender document contains detailed information and is more explicit on the evaluation criteria.***

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

MF MANUEL
MUNICIPAL MANAGER
Notice number KBM 03-2025
02 April 2025

Tenders word hiermee aangevra vir **DIE AANSTELLING VAN KONTRAKTEUR VIR DIE ONTWERP, LEWERING AND INSTALLASIE OF 6 HOEMAS BELIGTINGS IN WYKE 1, 2, 3, 5 EN 6 BINNE KAREEBERG MUNISIPALITEIT.**

Tenders moet ingedien word op die oorspronklike tender dokument en die aanbod moet geldig, onherroepbaar en oop bly vir aanvaaring deur die Munisipaliteit op enige stadium vir n tydperk van 150 dae na die sluitings datum. Navrae aangaande die spesifikasies kan gerig word aan Mr Jasper van der Westhuizen by telefoon (053) 382 3012.

Volledig voltooide tender dokumente moet in 'n verseëelde koevert in die tenderkas geplaas word **by Kareeberg Munisipaliteit, 10 Hanau Street, Carnarvon, 8925** teen nie later nie as **12:00 op 24 April 2025**. Die koevert moet duidelik gemerk word met die nommer, titel en sluitingsdatum van die tender soos hierbo. Die tenderkas word net ná 12:00 op die sluitingsdatum leeggemaak, waarna alle tender dokumente in die openbaar oopgemaak sal word. Laat tenders of tenders wat per e-pos of faks ingedien word, sal onder geen omstandighede aanvaar word nie.

Tenders sal geëvalueer en beoordeel word ingevolge die Voorkeurverkrygingsbeleid Raamwerk Wet (Wet 5 van 2000), die Voorkeurverkrygingsbeleid, 2017 en die Kareeberg Munisipaliteit se Voorkeurverkrygingsbeleid waarvoor 80 punte ten opsigte van prys en 20 punte toegeken word ten opsigte van die B-BBEE bydrae. **Die tender dokument bevat detail besonderhede rakende die evaluering van die tender.**

Die Munisipaliteit behou die reg voor om enige uitnodiging om tender terug te trek, of om 'n tender net gedeeltelik te aanvaar. Die Munisipaliteit is nie gebonde tot die aanvaarding van die laagste tender of toekenning aan die tenderaar wat die meeste punte behaal het nie.

MF MANUEL
MUNISIPALE BESTUURDER
Kennisgewing nommer: KBM 03-2025
02 April 2025

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the Municipality at any time for a period of 150 days after the closing date stated on the front page of the tender document.

Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the Municipality at any time after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the Municipality.

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by cash or EFT payment in to Kareeberg Municipality bank account payable to the Kareeberg Municipality. These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the CSD to register without delay. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the CSD.

1.2.6 Functionality Criteria

Tender will be evaluated according to the functionality criteria as set out in tender document.

1.2.7 Completion of Tender Documents

- a) The original tender document must be completed fully in black pen ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Failure to do so may result in the disqualification of the tender.

1.2.8 Compulsory Documentation

1.2.8.1 Income Tax Clearance Certificate

- a) A valid original Income Tax Clearance Certificate and/or SARS unique PIN must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Income Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

- b) Bids not supported by a valid original Income Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, will be disqualified.

1.2.8.3 Municipal Rates, Taxes and Charges

- a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months will be disqualified.

1.2.9 Authorised Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

- (a) The tender must be placed in a sealed envelope, clearly marked with the tender number, title as well as closing date and time and be placed in the **tender box on the at the Kareeberg Municipality – 10 Hanau Street, Carnarvon, 8925 by not later than 12:00 on 21 January 2025.**
- (b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Kareeberg Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Kareeberg Municipality, it should do so in writing to the Kareeberg Municipality. Any effort by the firm to influence the Kareeberg Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000, the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

The signing of both Parts of Section 5 of this bid document signifies the conclusion of the contract, thus it is imperative that the prospective bidder complete and sign Contract Form: Part One. Not completing and signing the mentioned contract will suggest that the bidder is not making an offer to the Municipality. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder. Upon acceptance of the preferred proposal by the Kareeberg Municipality, the Service Provider agrees and undertakes to be bound by the terms of the proposal submitted.

1.2.20 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.21 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.22 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.23 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.24 Enquiries

Enquiries in connection with this tender may be addressed to Mr Jasper van der Westhuizen at telephone (053) 382 3012 and specifications prior to the tender closure date,

1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forth with, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not

be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or will full misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act

No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1: SPECIFICATIONS (SCOPE OF WORKS)

Scope of Works:

Specific Conditions:

- 1.0** This specification calls for the supply, delivery, and installation of steel masts for public lighting in accordance with SANS 10225.
- 1.1** The high masts are situated in Kareeberg Electricity's area of supply. Bidders are required to familiarise themselves with the area of supply.
- 1.2** The work under this contract shall be undertaken by a suitably qualified rigger with at least 5 years' experience undertaking similar highmast work to the satisfaction of the Senior Manager, Lighting Planning.
- 1.3** Isolation of the high mast lights is to be carried out by an electrician deemed competent in terms of Kareeberg Electricity's Codes of Practice and Safety Rules.

2.0 Security Measures

Part of the contract is to be undertaken in areas which are subject to sporadic violence and vehicle hijacking. The Contractor shall be willing to undertake the work in these areas without procrastination. The Contractor shall make provision for security in his bid price.

3.0 Normative references

All national and international standards referred to in this document shall form part of this specification. Where reference is made to a code, specification or standard the reference shall be taken to mean the latest edition of the code, specification or standard, including addenda, supplements and revisions thereto.

Reference	Description
SANS 121/ ISO 1461	Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods
SANS 044-3:1983	Welding – the fusion welding of steel. Part 3 – Tests for the approval of welding procedures and production welds.
SANS 10198:2004	The selection, handling and installation of electric power cables of rating not exceeding 33 kV (All parts)
SANS 10225:1991	The design and construction of lighting masts.
SANS 657-1:1989	Steel tubes for scaffolding and for structural and general engineering purposes.
SANS 1063:1998	Earth rods, couplers and clamps
SANS 1088:2004	Luminaire entries and spigots.
SANS 1418-1:1986	Aerial bundled conductor systems
SANS 182-1	Conductors for overhead electrical transmission lines Part 1: Copper wires and stranded copper conductors (metric units)
OHS Act, 85 of 1993	Occupational Health and Safety Act and Construction Regulations, and as amended.

30m Galvanized Steel High Mast Pole Specifications

- 1. Height:** 30 meters (98.4 feet)
- 2. Material:** Galvanized steel (typically hot-dip galvanized for corrosion resistance)
- 3. Pole Diameter:** Varies, commonly between 300mm to 500mm at the base, tapering towards the top
- 4. Wall Thickness:** Typically ranges from 5mm to 10mm, depending on design and load requirements
- 5. Weight:** Approximately 800 kg to 1,200 kg (varies based on design and wall thickness)
- 6. Base Plate:**
 - **Size:** 600mm x 600mm
 - **Thickness:** 20mm to 25mm
 - **Bolt Holes:** Pre-drilled for anchor bolts
- 7. Anchor Bolts:**
 - **Quantity:** 4 to 8 bolts
 - **Diameter:** 20mm to 30mm
 - **Length:** Varies based on foundation design
- 8. Lighting Fixture Mounting:**
 - Top-mounted with a cross arm or bracket for multiple fixtures
 - Designed to accommodate various lighting types (HPS, LED, etc.)

9. Wind Load Capacity: Designed to withstand specific wind loads, typically ranging from 100 km/h to 160 km/h, depending on local regulations and environmental conditions.

10. Corrosion Protection:

- Hot-dip galvanized finish (minimum 80 microns thickness)
- Optional additional coatings for enhanced protection

11. Foundation Requirements:

- Concrete foundation designed based on soil conditions and pole specifications
- Typical depth: 2m to 3m, depending on local codes

12. Accessories:

- Maintenance platform
- Lighting control system

Additional Considerations

Compliance:

Ensure compliance with local building codes and standards (e.g.ISO).

Design Standards:

Structural design should consider factors such as seismic activity and local environmental conditions.

Installation:

Professional installation recommended to ensure safety and adherence to specifications.

400W LED Light Technical Specifications

- 1. Wattage:** 400 watts
- 2. Input Voltage:** 240V, or 277V
- 3. Lamp Type:** High-Pressure Sodium (HPS)
- 4. Lumen Output:** 50,000 to 55,000 lumens
- 5. Color Temperature:** Approximately 2000K to 2200K (Cool White)
- 6. Ballast Type:** Magnetic or electronic ballast
- 7. Ballast Factor:** Generally around 0.88 to 1.0
- 8. Fixture Type:** Open or enclosed fixtures, depending on application
- 9. Average Rated Life:** Approximately 24,000 hours
- 10. Dimensions:** Varies by manufacturer, but typically around 12-16 inches in length
- 11. Weight:** Approximately 10-15 lbs (varies by fixture)
- 12. Reflector Type:** Often includes a reflective coating for improved light distribution
- 13. Start Method:** Usually requires a starter for ignition
- 14. Operating Temperature:** Typically operates in a range of -20°C to +40°C (-4°F to 104°F)
- 15. Applications:** Commonly used in street lighting, industrial lighting, and horticulture.

4.0 Scope of Work

4.1 General

- 4.1.1 The Contractor shall be responsible for ensuring that he is fully conversant with the requirements of this specification. All masts shall comply fully with the requirements of SANS 10225 and this specification.
- 4.1.2 The masts shall be suitable for use at a mean altitude of 1 000 m above sea level in an environment subject to heavy industrial pollution at ambient temperatures of -5°C to 40°C
- 4.1.3 The masts will be installed in locations subject to high wind loading (as detailed in clause 4.2 below) and high lightning ground flash density (> 10 flashes/km²/year).
- 4.1.4 The masts shall be designed, approved and certified by an individual who is professionally registered with the Engineering Council of South Africa (ECSA) as a structural engineer in accordance with SANS 10225 and manufactured from new materials.
- 4.1.5 The successful tenderer must obtain all necessary wayleave applications and/or approvals as well as all clearances required.

4.2 Design

- 4.2.1 The masts shall be designed in accordance with SANS 10225 to support the required luminaires and shall incorporate vandal-proof measures to prevent easy access to the mast.
- 4.2.2 The successful bidder shall submit mast drawings and full foundation specifications including steel rebar design. Masts to be fitted with a bird spike at the top of mast
- 4.2.3 The steel masts, when loaded as detailed above, shall be capable of withstanding a fluctuating wind load in accordance with the requirements of SANS 10225. The terrain category shall be Category 2.
- 4.2.4 Under the conditions detailed in SANS 10225 and those given above, the horizontal and vertical deflections shall not exceed the requirements of SANS 10225.
 - 4.2.4.1 The maximum horizontal deflection at the spigot end, when subjected to two thirds of the design loading, shall not exceed 2,5 % of the developed length above ground.
 - 4.2.4.2 The maximum vertical deflection at the spigot end, when subjected

to the Mast of the luminaries shall not exceed 1,5 % of the total length of the pole.

4.2.5 Masts may be of any hollow cross section and vertical profile meeting the requirements of this specification and SANS 10225.

4.2.6 The design of each mast shall be accompanied by a formal report consisting of comprehensive strength calculations and detailed drawings certified by a qualified professional structural engineer. These must be submitted with the bid document during the tender submission process. As this structural engineer will take full responsibility for the design of the masts.

4.2.7 The steel street lighting masts shall be manufactured of grade S355 steel, in accordance with SANS 657. The steel used in the manufacture of the mast shall have an ultimate tensile strength of between 460 and 680 MPa.

4.3 Construction

4.3.1 All straight fixed masts and shall be supplied in two pieces.

4.3.2 All items, besides the straight masts, shall have unitary fixed portion and a unitary moveable portion.

4.3.3 Items 9 and 11 required with a separate 2 m section attached at the top by means of a slip joint and secured with three evenly spaced (at 120°) grub screws. The slip joint shall have the male portion on the lower portion of the mast. The upper and lower portions of the mast shall have the same diameter

on either side of the joint.

- 4.3.4 All changes in diameter shall be by means of swaging or continuous tapering. Under no circumstances will welded pieces (pipe reducers) inserted into the masts be accepted.
- 4.3.5 All joints shall be bevelled prior to welding and shall present a symmetrical appearance after welding. In addition, all joints (other than those designed for later assembly) shall be designed and manufactured to ensure that there is no ingress of water into the interior of the mast.
- 4.3.6 The earth stud shall be bonded to the mast so that connecting an earth conductor from an external source to it will have the effect of earthing the entire mast.
- 4.3.7 All two-piece masts shall have one M10 nut on both sides of the joint position, within 150 mm of the final joint position when the mast is in service. This is to facilitate bonding of the pieces so that the entire mast is effectively earthed.
- 4.3.8 All welding shall be continuous and in compliance with SANS 044, Parts 1 to 4. All welds shall be dressed where necessary.
- 4.3.9 After manufacturing is complete, but before galvanising may commence, masts shall have all weld slag removed by shot- or sandblasting and a visual inspection shall be carried out to ensure the efficiency of this operation. In addition, the masts shall be internally and externally degreased and all grit, loose rust, welding flux and spatter, rough edges and burrs shall be removed.
- 4.3.10 All masts shall be hot dip galvanised in accordance with SANS 121. The minimum thickness of the zinc layer shall be 90 µm. The process used shall comply completely with the requirements of SANS 121.
- 4.3.11 No material may be removed from the mast either mechanically or chemically after galvanising has been carried out.
- 4.3.12 All items shall be protected against corrosion by either hot-dip galvanising as detailed above or by being manufactured of stainless steel. All possibility of galvanic action shall be avoided.
- 4.3.13 All threaded articles shall use standard metric threads. External threads may not be undercut.
- 4.3.14 All masts shall have an earthing stud provided at the access hole and the top of the mast.
- 4.3.15 A weatherproof bitumastic compound must be filled in the space between the top of the concrete plinth and the underside of the mast base to protect the exposed holding-down bolts and prevent rodents from entering the mast.

- 4.3.16 Bidders shall provide their own vandal-proof measures that they deem necessary to secure the mast provided they use special tools and shall provide Kareeberg Electricity with 3 sets.

4.4 15m and 18m Hinged and internally counter balanced (Item 1, 2, 3, 4, 5, 6, 7, 8 and item 10)

- 4.4.1 The masts shall meet all the requirements of SANS 10225 whether in the fully raised or lowered position, or any point in-between.
- 4.4.2 The mast shall be constructed from flat steel sheets, cut and bent to form the continuously tapered mast comprising of a Base, Lid and Top section.
- 4.4.3 The mast shall be fitted with a base plate welded to the shaft and there shall be gussets welded between the mast shaft and base plate. The thickness of the baseplate must conform to the requirements of SANS 10225.
- 4.4.4 The lid section shall close over the base section when in the closed position
- 4.4.5 A safety chain shall link the hinged and fixed portions to prevent accidental lowering. The mast lid section must be secured to the base section with a removable safety chain which is removed only once the mast lid has been partially opened thereafter allowing the mast to be fully hinged.
- 4.4.6 All masts shall have an earthing stud provided at the access hole and the top of the mast.

- 4.4.7 The mast shall be hinged at the centre point allowing the top section housing the floodlights to be lowered to ground level with the upper section and lid section being always in a counterbalanced mode during the hinging process. Counterweights to be hot dipped galvanised steel.
- 4.4.8 Mast designs which require the temporary attachment of counterweights to the hinged portion before lowering and subsequent removal once raised will not be considered.
- 4.4.9 A mounting plate shall be provided in the base of the mast at the access opening. The baseplate shall be suitable for the installation of a distribution board and allow easy opening of the sliding front cover. The distribution board must be supplied and installed with a 10 amp MCB per luminaire. Successful bidder will supply all luminaires and circuit breakers and other associated components such as cable glands etc. Access to the Distribution Board shall only be possible once the mast has been partially hinged to the open position.
- 4.4.10 An electrical trailing cable shall run between the distribution board and a splitter box fixed to the crossarm housing the floodlights on the top of the mast.
- 4.4.11 All threaded articles shall use standard metric threads. External threads may not be undercut.
- 4.4.12 All welding shall be continuous and in compliance with SANS 044, Parts 1 to 4. All welds shall be dressed where necessary.
- 4.4.13 After manufacturing is complete, but before galvanising may commence, masts shall have all weld slag removed by shot- or sand-blasting and a visual inspection shall be carried out to ensure the efficiency of this operation. In addition, the masts shall be internally and externally degreased and all grit, loose rust, welding flux and spatter, rough edges and burrs shall be removed.
- 4.4.14 All masts shall be hot-dip galvanised in accordance with SANS 121. The minimum thickness of the zinc layer shall be 90 µm. The process used shall comply completely with the requirements of SANS 121.
- 4.4.15 No material may be removed from the mast either mechanically or chemically after galvanising has been carried out.
- 4.4.16 All items shall be protected against corrosion by either hot-dip galvanising as detailed above or by being manufactured of stainless steel. All possibility of galvanic action shall be avoided.

4.5 Electrical Connection to the Luminaires

- 4.5.1 A 2,5 mm, flexible, heavy-duty (thicker insulation and cable core) trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.
- 4.5.2 The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors with an IP44 rating shall be provided.
- 4.5.3 A fully enclosed distribution board shall be provided for mounting inside each mast with 1 x 10 amp MCB (curve 1) per luminaire.
 - 4.5.3.1 The recommended minimum value for the degrees of protection for the distribution board will be IP 30 as per SANS 60529, table C.1
 - 4.5.3.2 The installation and connection of components shall be in accordance with the manufacturer's instructions. Tightening of connections shall not alter the position of components. The tightness of components shall be checked.
 - 4.5.3.3 Distribution boards shall comply with SANS 1973-3.
- 4.5.4 Each luminaire to be protected by individual MCB.
- 4.5.5 The photo electric control unit (pecu) and luminaires will be supplied by the appointed service provider.

- 4.5.6 A Splitterbox (cable termination box) with IP65 rating shall be mounted on top of mast for the termination of the trailing cable and subsequent feed to each luminaire.
- 4.5.7 All circuit breakers and isolators shall comply fully with SANS 156 and SANS 60947-2.
- 4.5.7.1 The MCCBs shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut outs in the cover without having to remove the cover.
- 4.5.7.2 Each MCCB shall be legibly and indelibly marked in accordance with SANS 156.
- 4.5.7.3 The MCCBs shall be type tested in accordance with SANS 156.
- 4.5.7.4 Type test reports detailing the test procedures and test results on the MCCBs offered, shall be submitted with bid documents. The test reports shall be from a recognised test authority. Failure to provide details of tests called for may result in the rejection of the bid.
- 4.5.7.5 Test curves showing the current-time characteristics of the MCCBs on thermal or magnetic operation shall be submitted.
- 4.5.8 All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.
- 4.5.9 The distribution board shall be fully wired and ready for connection to the incoming supply cables.
- 4.5.10 All trenching and concreting of cable must be conducted by the contractor. Cable to be encased with 200mm concrete of 20mPa strength. Security personnel (grade D) to be employed overnight. At least one security guard should be employed per 100m cable length.
- 4.5.11 Contractor shall be responsible for handling and collecting of cable from Cable Yard and collection of luminaires from Main stores.
- 4.5.12 The successful tenderer shall appoint an electrical contractor who has been deemed competent by Kareeberg Electricity on Streetlighting and LV.
- 4.5.13 All masts shall be fitted with robust fibreglass DB with 3 x 60A single phase MCB's and 6 x 10A MCB's.

4.6 Access holes and cable entries

- 4.6.1 All masts shall have an access opening of 430 × 100 mm and at a height of 2500mm (measured to the top edge of the access cover) in order to accommodate the distribution board.
- 4.6.2** All edges shall be free of burrs and protrusions. **Rockdrill**
- 4.6.3 A suitably curved impact-resistant steel cover of the same wall thickness as the

mast at the access opening shall be fitted to cover the access opening. The cover plate shall fit snugly against the mast and a silicon sealing gasket (approximately 2 mm thick) shall be provided for sealing the cover plate to the mast.

4.6.4 Truck and horse is needed for lights transportation

4.6.5 The cover plate shall be permanently secured to the mast by means of a fixing mechanism e.g. a chain onto both the cover plate and the mast and secured with tamper-proof recessed bolts.

4.6.6 Due to the prevalence of removal and theft of cover plates by vandals within the Kareeberg Electricity area of supply, preference will be given to designs where the cover sits flush with the exterior surface of the mast in order to prevent external leverage by means of tools and other implements.

4.6.7 Preference will also be given to alternative designs of vandal proof cover plate. Full technical details and working drawings must be supplied with such offers. Bidders shall provide their own vandal-proof measures that they deem necessary to secure the mast provided they use special tools and shall provide Kareeberg Electricity with 3 sets.

4.7 Inspection and testing

4.7.1 In addition to the requirements listed below, all masts shall comply with the test requirements of clause 7.12 of SANS 10225.

4.7.2 Kareeberg Electricity could appoint an independent test authority to act on its behalf. This inspection authority shall be allowed free access to any place where work for this contract is carried out, whether on site or at the place of manufacture.

- 4.7.3 The tenderer shall carry out all tests required by the inspection authority. The tests will be within the ambit of SANS 0198, SANS 10225 and SANS 121.
- 4.7.4 The authority may also require the welding on 10% of the masts to be radiographed and evaluated. The maximum width of any isolated slag inclusion shall not exceed 3 mm, and the total length of isolated slag inclusions in any continuous length of weld shall not exceed 4% of the length of that weld. In addition, no more than four isolated slag inclusions of a maximum width of 3 mm in this length shall be permitted.
- 4.7.5 In addition to the above, no cracks shall be permitted, and penetration, lack of fusion, undercutting and porosity shall receive attention.
- 4.7.6 In the event of masts failing, the entire consignment of masts shall be radiographed at the tenderer's expense. The masts will be individually accepted or rejected on the basis of these radiographs.
- 4.7.7 None of these provisions free the tenderer from any of the inspection and quality control requirements of SANS 10198, SANS 10225 and SANS 121.
- 4.7.8 All masts to be grouted between bottom of base and top of plinth using an approved bitumastic compound on completion of erection and insertion of cable.

4.8 Packing and marking

- 4.8.1 A name plate must be riveted to the mast (before galvanising). 1500mm above ground level and directly below the cover plate with clearly visible 10mm stamped lettering with the following information:
- 4.8.1.1 the Contract number;
 - 4.8.1.2 the manufacturer's name;
 - 4.8.1.3 the mast size; and
 - 4.8.1.4 the month and year of manufacture;
 - 4.8.1.5 design windage load.
- 4.8.2 The lettering and numbers shall be clearly visible after hot-dip galvanizing.
- 4.8.3 Alternative methods of marking masts may be considered provided that a full description of the marking process shall be submitted with the bid documents.
- 4.8.4 The name plate and method of fixing shall have a service life at least equal to that of the mast, and shall remain in place and legible even if the mast suffers serious structural damage of any sort.

4.9 Foundations

- 4.9.1 Each mast shall be supplied with foundation bolts and baseplates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS 121 (ISO

1461) 2000-1. Three galvanised nuts (one levelling and two fastening), two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of the mast. All calculations shall be submitted.

- 4.9.2 A foundation plan, adequately designed for the conditions of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.
- 4.9.3. All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.
- 4.9.4 All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level to a minimum of 200mm above the highest section of ground level.
- 4.9.5 Two 100mm PVC, Class B cable sleeves with slow radius bends shall be provided from the centre of the top of the foundation plinth, through the concrete to a minimum of 0,5 metres below ground level on either side of the plinth. The 100mm sleeves shall be placed longitudinal to the roadway or access path. The plinth must protrude 200-250mm above the highest ground level.

- 4.9.6 After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.
- 4.9.7 Allowance must be made for the importing of suitable soil-fill if the existing ground material is unsuitable for replacement into the excavation. Excess soil and spoil material must be removed from site and delivered to a municipal dump site.
- 4.9.8 A 110mm pvc sleeve inserted into mast must be cut flush with mast foundation after installation and an HDG anti-vandal protective sleeve must be placed over foundation holding-down-bolts and bolts welded to plate and cold galvanised applied thereafter.

4.10 Earthing

- 4.10.1 The earthing system will consist of 2 x 1.8m earth spikes, installed under foundation and connected to foundation bolts via 70mm² copper conductors with brass clamps.

In most cases, masts will be required to be delivered directly to site. All sites will fall within a 30km radius of Durban CBD.

4.11 Specific Requirements for Item 1: 30 metre hinged and internally counter balanced steel mast with 6 x equivalent LED wattage or lumen package for 400W luminaires

- 4.11.1 Supply and installation of an 30 metre galvanised hinged and internally counter balanced steel mast for street lighting.
- 4.11.2 The mast shall carry at its top **6 x equivalent LED wattage or lumen package for 400W floodlight** luminaires arranged at 90 degrees or in a single sided configuration. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted. The luminaires will be supplied by the appointed service provider and should be according to the specification.
- 4.11.3 The design of the mast must cater for a Mast of 15kg per luminaire arranged in a circular configuration on a 6-way spigot adaptor, 90° apart.
- 4.11.4 A flexible, heavy-duty 6 core x 2,5 mm trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, must be provided.

4.11.5 The following must be considered during the design and cost calculations of the high masts:

- Supply 3 x 30m mast with brackets and foundation bolts.
- Internal fibreglass distribution board with 6 x 10amp mcb and 1 x 5amp mcb for pecu nema base, splitterbox and 6 core x 2,5 mm trailing cable.
- Concrete foundation including soil and concrete cube tests.
- Earthing: 2 x 1,2 m earth spikes.
- Delivery, assemble and installation of masts.
- Mounting and wiring of luminaires per fitting (6 x equivalent 400W or more LED package for 400W)

EVALUATION OF BIDS BASED ON FUNCTIONALITY - THE FOLLOWING TENDER EVALUATION PROCESS WILL BE FOLLOWED:

FUNCTIONALITY CRITERIA:

1. The following criteria will be used to calculate points for the quality of Bidders and Bidders must ensure that they submit all information in order to be evaluated in terms of functionality on the criteria mentioned in table 1 below:
2. **Important notes:**
 - (i) *Bidders that score less than 85 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points).*
 - (ii) *Bidders must ensure that all the information requested is provided in detail. Failure on the bidder part to provide the evidence required to award points will result in no points being awarded for that criteria.*
 - (iii) *Unclear or incomplete information provided will result in no points being allocated.*
 - (iv) *Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.*
 - (v) *Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the course of the evaluation of contract are known to be false, the municipality will reserve the right not to award points or cancel the contract.*

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

No	Description Items	Maximum Potential Score	Points Claimed	Page Ref. No.
1	<u>Bidders Experience</u> The company has successfully completed other projects of similar nature, Supply & Installation of High Mast Lights (projects) 3 projects [10] 4 projects [20] 5 and above projects [25] <i>Attach signed appointment letters and completion certificate as a proof.</i>	25		
2	<u>CVs Key Personnel</u> Qualified Electrical Engineer, Registered with ECSA [minimum of 10 years' experience in electrical projects] [10 points] Project Manager /Leader, Registered with ECSA and in position of GCC (Factories) [10 points] Qualified electrician with trade test certificate and minimum of 5 years' experience in electrical projects [10 points] Safety Officer with minimum 3 years' experience [10 points] <i>Bidders to attach CVs, Certified ID Copies and Certified Qualifications for each personnel</i>	40		

3	<u>Ownership of Vehicles and Tools</u> 1 x 10 ton truck equipped with crane lifting equipment. [10 points] 1 x Rock drilling truck [10 Points] <i>Truck and horse for lights transportation</i> <i>Bidders to provide Log book as proof of ownership no leasing document will be accepted</i>	20		
4	<u>Competencies</u> Company is registered with Eskom Database [2.5] Company is registered with DOL as electrical contractor[2.5] <i>Bidders to attach certified proof of registration</i>	5		
5	<u>Methodology Statement</u> Method Statement including Programme Plan in Grantt Chart method	10		
	TOTAL SCORED	100	/100	

NB: Bidders are required to submit supporting documents to score full point

Bidder MUST SCORE AT LEAST 85% FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION

SUPPLY, DELIVERY, INSTALLATION & COMMISSIONING OF 6 HIGHMAST LIGHTS FOR IN WARD 1. 2, 3, 5 AND WARD 6 OF KAREEBERG MUNICIPALITY

	DESCRIPTION	UNIT	QTY	UNIT RATE	TENDER AMOUNT
	Provision of Sureties				
	Total cost for provision of the contract sureties	sum	1		
	Insurances of the Works				
	Total cost for the insurance of works in terms of the contract @ 10% of contract value	sum	1		
	Site Establishment				
	Erection of site camp, project signboard, the fencing thereof and its maintainance	sum	1		
	Supply and installation of machinery necessary to complete the works including lifting crane.	sum	1		
	Compliance with the EPWP Regulation	sum	1		
	Restoration and cleaning up on Completion of Project	sum	1		
	Provisional Sum for Eskom connection fees	PS	6	R80,000.00	
	Provisional allowance for the compilation of the OHS Policy and implementation thereof.	sum	1		
	Provision of Training to IHLM staff for the operating and maintainance of the masts including manuals.	sum	1		
	Time Related				
	Security	Month	3		
	Rents, electricity, water, office supplies, phone, internet and ablution	Month	3		
	Contract Supervision	Month	3		
	Community Liason Officers X 2, Each ward should have its own CLO	Month	3		
TOTAL CARRIED FORWARD TO SUMMMARY					

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TENDER AMOUNT
	FOUNDATION				
2.1	<u>Excavations of Holes for Foundations</u> Excavation and casting of foundations for 30m high mast in soft pickable soil with minimum bearing pressure of 150 Kpa complete with excavations, re-inforcing, bolt cage, 25mPA concrete, 110mm cable entry sleeves, earthing and certified engineering design. (test cube measured separately) Installation	No.	6		
2.2	<u>Mast Electrical Earthing</u> SABS approved lightning protection/earthing system complete including drawings abd earth resistance readings Supply Installation	No. No.	6 6		
2.3	<u>Foundations for High Masts</u> Designed to Specification for a 30m Galvanised Steel High Masts including drawings for approval, cable entry sleeves, concrete, re-inforcing, bolts, and all necessary concrete works Supply Installation	No. No.	6 6		
SUB TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TENDER AMOUNT
	HIGHMAST MATERIALS				
3.1	<u>30m High Masts</u> Manufacturing and delivery to site of 30 meter column height galvanised hidg light mast/s designed to SANS 10225 code of practice as specified, designed to carry 6 X 400W LED luminaires, equally spaced around mast , including luminaire cluster (cluster lowered with the aid of winch , inch measured elsewhere), brackets to carry cluster, baseplate, foundation bolts, foundation bolt template, internal caged ladder, hot dipped gavanised to SANS 120 ISO 1461, manufactured by ISO 9001 certified supplier. Designed to terrain category 2 with minimum wind speed 144km/h 4mm minimum thickness, grade 300WA steel, equivalent to BS 4360. Supply Installation	No. No.	6 6		
3.2	<u>Mast Labels</u> 100mm x 100mm anodized aluminium plates with 25mm x 25mm lettering, to be affixed to specification. Supply Installation	No. No.	6 6		
3.3	<u>Winch & Power Tools</u> Hydraulic power tool for the lifting and dropping of the lampcage complete with overload and remote control. Supply Installation	No. No.	1		
3.4	<u>Aiming of Floodlight luminaires</u> Aiming of floodlights by specialist after the completion of the Installation.	No.	6		
3.5	Keys & Locks	No.	6		
3.6	<u>Technical Documentation</u> To be supplied per mast	No.	6		

3.7	<u>Certificates</u> Concrete Tests	Item	6		
SUB TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TENDER AMOUNT
4	ELECTRIC SUPPLY INFRASTRUCTURE				
4.1	High Mast Luminaires Supply and install 400W LED Luminaire (IP66) complete with lamps control gear and aiming indication(6 x 30 meter mast). Wiring and fitting to lampcage. Including delivery to site Supply Installation	No. No.	36 36		
4.2	Electrical Distribution Board Supply and install, connect, testing and comissioning of surface mounted glass fibre or steel distribution boards (IP30) inside the mast/s poles, complete with photocell control and all wire equipment, swith gear and wiring diagrams; including all wire trays, doors, labels, locks, architrave, busbars, conduit connections and wiring connections-supply cable connections Supply Installation	No. No.	6 6		
4.3	Trench for Cables 800mm deep x 450mm wide. Excavation, backfilling where necessary compacting in 250mm layers, removal of all rubble unsuitable forbackfilling. Intermediate Soil Excavations Hard Rock Excavations Road Crossings	m m m	600 400 200		
4.4	Cable 16mm² x 4core PVC/SWA/PVC cable (Copper) in trench Supply Installation	m m	1200 1200		
	Copper Earth Wire				

4.6	10mm ² bare copper earth wire including brazed T-Offs & terminations				
	Supply	m	210		
	Installation	m	210		
	<u>Sleeves</u>				
4.7	Cable Flex cable sleeves lettering, to be affixed to specification.				
	Supply				
	50mm dia	m	60		
	Installation	m	60		
	<u>Cable Marking Tape</u>				
4.8	PVC cable marking tape installed 200mm above cables in trenches				
	Supply	m	60		
	Installation	m	60		
	<u>40A triple pole Circuit Breaker (5KA)</u>				
4.10	Supply	No.	6		
	Installation	No.	6		
	<u>Splitter box</u>				
4.11	Supply and install glass fibre or steel splitter boxes (IP65) including "clip on" terminals (Klippon), earth bar and neutral bar, cable glands and 2,5mm trailing cable.	No.	6		
	<u>Test Lead</u>				
4.12	Luminaires service test lead to test operation of luminaires in lowered position (3m)				
	Installation	No.	6		
	<u>Surge Protection</u>				
4.13	3 phase LV surge protection 20kA with indication of 3 phase and neutral				
	Supply	No.	6		
	Installation	No.	6		
SUB TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	TENDER AMOUNT
	ELECTRIC SUPPLY INFRASTRUCTURE				
5.1	Cable Glands for 16mm ² x 4core PVC/SWA/PVC cable				
	Supply	Set	12		
	Installation	Set	12		
5.3	Cable Terminations (complete) for 16mm ² core cable				
	Supply	No.	12		
	Installation	No.	12		
5.5	Cable Joints (complete) for 16mm ² core cable				
	Supply	No.	12		
	Installation	No.	12		
5.7	Steel Galvanised Cable pipe 4m length x 50mm dia (for cable protection)				
	Supply	No.	6		
	Installation	No.	6		
5.8	Stainless Steel Bandid strap (13mm) Installed @500mm intervals on pole to secure cable pipe and cable.				
	Supply	M	30		
	Installation	M	30		
5.9	Red lining for As-built Drawings (Engineer will provide drawings for redlining)	Sum	1		
5.10	Testing & Commissioning As per the commissioning report requirements which also includes CoC.	Sum	6		
	SUB TOTAL				

TOTAL SUMMARY OF COSTS FOR THE TENDER

ITEM	DESCRIPTION	TOTAL TENDER AMOUNT
CONSTRUCTION COST		
1.0	PRELIMINARY AND GENERAL	
2.0	FOUNDATIONS	
3.0	STRUCTURE	
4.0	ELECTRICALS	
5.0	CONDUCTORS	
TOTAL FOR CONSTRUCTION		
ADD 10 % PROFESSIONAL FEES		
TOTAL CONSTRUCTION + PROFESSIONAL FEES (EXCL VAT)		
ADD 5% CONTINGENCIES		
TOTAL CONSTRUCTION+ PROFESSIONAL FEES+ CONTINGENCIES (EXCL VAT)		
ADD VAT @15%		
TOTAL CONSTRUCTION COST		

SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE KAREEBERG MUNICIPALITY

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KAREEBERG MUNICIPALITY)

BID NUMBER:	TENDER NO. KBM 03-2025	CLOSING DATE:	17 April 2025	CLOSING TIME:	12:00
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DESCRIPTION	THE APPOINTMENT OF CONTRACTOR FOR THE DESIGN SUPPLY, DELIVERY AND INSTALLATION OF 3 HIGH MASTS IN WARD 1 AND 3 OF KAREEBERG LOCAL MUNICIPALITY.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (CHARL CILLIERS STREET)

KAREEBERG Municipality

10 Hanau Street

Carnarvon

8925

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

DELIVERY BASIS:

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional / Unconditional
If conditional, state condition:	
Own Terms and Conditions Attached?	YES / NO
Is offer strictly to specification/terms of reference	YES / NO
If not to specifications/terms of reference. Please state deviation(s) if any:	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.
3.6.

**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:

BANK DETAILS:

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

SECTION 3.2: MBD 2: TAX CLEARANCE CERTIFICATES REQUIREMENTS

It is 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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete the full 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 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 Tax Clearance Certificate PIN number 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 TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
7. The necessary information must be submitted under **Part 3**.

SECTION 3.3: MBD 4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
 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 the 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.....
.....
 - 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 who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.....
 - 3.11 Are you aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**
-

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?
YES / NO

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number	Tax Reference Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SECTION 3.4 - MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
➤ BBB-EE status level contributor max 10 points	
➤ Bidders Locality max 10 points	
• Registered in KBM 7 points	
• Bidders registered in Northern Cape 3 points	
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.7 Failure on the part of a bidder to fill in, sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a Accounting Officer as contemplated in the Close Corporation Act (CCA), or a sworn affidavit (EME's and QSE's) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.8 If the contributor status level of a bidder changes after the closing date of the tender, the bidder must notify the municipality, as such a tender will not be eligible for any change in preference points, based on the change's status.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P _s	=	Points scored for price of bid under consideration
P _t	=	Price of bid under consideration
P _{min}	=	Price of lowest acceptable bid

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

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

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

- 4.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to

the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

—

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

NOTE: THIS MBD 6.1 MUST BE COMPLETED AND SIGNED AND THE APPROPRIATE EVIDENCE MUST BE INCLUDED UNDER PART 4

SECTION 3.5: MUNICIPAL RATES AND SERVICES/ RENTAL LEASE AGREEMENT

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NOTE: THIS DOCUMENT MUST BE COMPLETED AND THE APPROPRIATE EVIDENCE MUST BE INCLUDED UNDER PART 5

SECTION 3.6: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity
as of the business trading as to sign
all documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

**NOTE: THIS DOCUMENT MUST BE COMPLETED AND A COPY OF THE
AUTHORISED SIGNATORY MUST BE ATTACHED UNDER PART 6**

SECTION 3.7: 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	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). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No
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

SECTION 3.8: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *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 (MBD9) must be completed and submitted with the bid:

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:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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 consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 3.9: CONTRACT FORM: **PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to KAREEBERG MUNICIPALITY in accordance with the requirements and specifications stipulated in bid number **TENDER NO KBM 02-2025**, 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE KAREEBERG MUNICIPALITY (EMPLOYER))

1. I,..... in my capacity as **Municipal Manager** accept your bid under reference number **KBM 2 -2025** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	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.

PART 2: COMPLETED AND SIGNED TENDER CHECKLIST

IMPORTANT NOTES:

- *Complete and sign the attached tender checklist.*
- *Please ensure that you have completed and attached all relevant information in the tender document. This will ensure that your tender is not deemed to be non-responsive and disqualified*

PART 2: CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

DOCUMENT	CONFIRMATION YES/NO	REF IN PROPOSAL
COMPLETED AND SIGNED BID DOCUMENT, INCLUSIVE OF:		
MBD1: BID FOR REQUIREMENTS OF KAREEBERG MUNICIPALITY		
MBD4: DECLARATION OF INTEREST		
MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION		
CONTRACT FORM:		
COMPLETED AND SIGNED BID CHECKLIST		
MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS		
MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2017		
MUNICIPAL RATES AND TAXES / RENTAL LEASE AGREEMENT		
AUTHORISED SIGNATORY		
IDENTITY DOCUMENTS OF ALL THOSE WITH EQUITY OWNERSHIP IN THE ORGANISATION. IN THE CASE OF A COMPANY PLEASE INCLUDE ONLY THOSE ID DOCUMENTS OF THE DIRECTORS WITH EQUITY OWNERSHIP		
COMPANY REGISTRATION FORMS		
THREE FINANCIAL YEARS SET OF ANNUAL FINANCIAL STATEMENTS		
CONFIRMATION OF PAYMENT FOR TENDER DOCUMENT	n/a	n/a
SCHEDULE A: WORK CARRIED OUT BY BIDDER AND RELEVANT EVIDENCE		
SCHEDULE B: PROPOSED KEY PERSONNEL AND RELEVANT EVIDENCE		
SCHEDULE C: NOMINATED REFERENCES FOR BIDDER		
SCHEDULE D: LOCALITY AND RELEVANT EVIDENCE		
SCHEDULE E: PRICING SCHEDULE		
SERVICE PROVIDER'S OWN CONDITIONS TO TENDER (IF APPLICABLE)		

Declaration

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name

Signature

Date

Capacity

Name of Entity