



KANNALAND
MUNISIPALITEIT | MUNICIPALITY

FORMAL QUOTE NO: FQ 26/2025
SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS (ONCE OFF)

SUPPLIER NAME : _____

AMOUNT : _____

COMPLETION PERIOD: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION AND THE BIDDING PROCEDURE
MAY BE VIA EMAIL TO:
supplychain@kannaland.gov.za

CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER**NB: TO BE COMPLETED BY THE BIDDER**

| | |
|--|--------------------------|
| 1. DOCUMENTS TO BE SUBMITTED WITH THE BID: | |
| 1.1 SARS Tax Compliance Pin in the name of the bidder. | <input type="checkbox"/> |
| 1.2 Signed Joint Venture Agreement in the case of a Consortium, Joint Venture or Sub-Contracting arrangement. | <input type="checkbox"/> |
| 1.3 Municipal Account. | <input type="checkbox"/> |
| 1.4 Valid and original/ certified copy of B-BBEE Certificate or Sworn Affidavit | <input type="checkbox"/> |
| 1.5 Central Supplier Database Registration | <input type="checkbox"/> |
| 2. THE BIDDER CONFIRMS THAT HE HAS DULY COMPLETED THE FOLLOWING BIDDING FORMS: | <input type="checkbox"/> |
| 2.1. MBD 1: Invitation to bid | <input type="checkbox"/> |
| 2.2. MBD 3.1: Pricing schedule –firm | <input type="checkbox"/> |
| 2.3. MBD 4: Declaration of Interest | <input type="checkbox"/> |
| 2.4. MBD 5: Declaration for procurement above R10 million (VAT included). | <input type="checkbox"/> |
| 2.5. MBD 6.1: Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. | <input type="checkbox"/> |
| 2.6. MBD 6.2: Declaration Certificate for Local Production and Content. | <input type="checkbox"/> |
| 2.7 MBD 8: Declaration of bidder's past supply chain management practices | <input type="checkbox"/> |
| 2.8 MBD 9: Certificate of independent bid determination | <input type="checkbox"/> |
| 2.9 MBD 7.1: Contract Form – Purchase of Goods/Works | <input type="checkbox"/> |

I/we declare that all the required information furnished is true and correct.

.....:

.....

SIGNATURE(S) OF BIDDER(S)

Date

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

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2.4 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the **National Central Supplier Database** and **Kannaland Supplier Database** to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.5 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.6 Compulsory Documentation

1.2.6.1 Tax Clearance Certificate

(a) The bidder must submit an original Tax Compliance Status (TCS) Pin from the South African Revenue Services. The Municipality will check the compliance status with the South African Revenue Services.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status (TCS) Pin with the bid documents.

(c) If a bid is not supported by a valid original Tax Compliance Status (TCS) Pin, either as an attachment to the bid documents or on record in the case of suppliers registered on the **National Central Supplier Database and Kannaland Supplier Database**, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(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 and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing 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 authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within the period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings (NOT Applicable)

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

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

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality 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

The quotes can be emailed to supplychain@kannaland.gov.za

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 Kannaland 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 Kannaland Municipality, it should do so in writing to Kannaland Municipality. Any effort by the firm to influence Kannaland 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 recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

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 Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in MBD 7 FORM of this bid document. The signing of both Parts of MBD 7 FORM of this bid document signifies the conclusion of the contract. 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.

1.2.20 Subcontracting (NOT Applicable)

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

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

1.2.23 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.

1.2.24 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.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Enquiries

Enquiries in connection with this bid, prior to the bid closure date, may be addressed to SCM by e-mail supplychain@kannaland.gov.za

1.3 SPECIAL CONDITIONS OF CONTRACT

1.3.1 Introduction

The Kannaland Municipality wishes to enter into a contract with a suitable supplier or suppliers for the **SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS (ONCE OFF)**

1.3.2 Conditions

- 1.3.2.1 No bidder will be allowed to withdraw any part of their bid after the closing date and before the award is made. Any withdrawal or change to any part of the document will result in the disqualification of the whole tender.
- 1.3.2.2 Section 1.4.3 must be completed. If it is not completed comprehensively, the bid will be regarded as non-responsive and be disqualified.
- 1.3.2.3 The successful bidder is responsible for the transport and delivery costs of all products to the various delivery points and these costs must be included in the prices offered.
- 1.3.2.4 Deliveries must be made to the Stores of the Municipality as requested on the official order. These Stores are situated at Ladismith.
- 1.3.2.5 The successful bidder must inform the Municipality at least five (5) working days in advance of the date and time of the delivery. All products must be off-loaded and safely stacked by the successful bidder.
- 1.3.2.6 Data sheets for each product must be included in the tender submission. Failure to do so will result in the bid not being accepted.
- 1.3.2.7 Bidders, who are not manufacturers or importers of the products, must submit written proof of appointment for the distribution of the products to our Municipality. Failure to submit proof will invalidate the tender. This letter must not be older than 1 year.
- 1.3.2.8 Quotations might be awarded per product.
- 1.3.2.9 Should price fluctuations vary by 3% or more, the bidder must submit written proof of new fuel prices or exchange rates. Written notification of price adjustments must be submitted before the 15th of the month for implementation on the 1st of the following month. Price adjustments based on fluctuations in the exchange rate and/or fuel prices will be implemented only if the effect of the fluctuations is more than 3%.
- 1.3.2.10 Any other requests for price adjustments must be well motivated and submitted to the Director: Technical Services, for approval. The Municipality reserves the right to reject such a request and if not accepted by the bidder, the Municipality may purchase the product from the alternative supplier and/or cancel the contract, with immediate effect.
- 1.3.2.11 Paragraphs 2.1.1.1, 2.1.2.1, 2.1.3.1, 2.1.4.1, 2.1.5.1, 2.1.6.1, 2.1.7.1, 2.1.8.1, 2.1.9.1 and 2.1.10.1 form part of the Special Conditions of Contract.
- 1.3.2.12 The Municipality reserves the right to request samples from bidders. Failure to submit these samples within the given time will result in the tender being unsuccessful.
- 1.3.2.13 These samples will be tested and should samples not meet the Municipality's requirements the bid will be rejected.
- 1.3.2.14 The three (3) highest scoring bidders' product will be tested and should samples not meet the Municipality's requirements the bid will be rejected. These tests will apply to, but is not limited to, products that have not been used by the Municipality in the past.
- 1.3.2.15 Quantities ordered will vary from time to time.
- 1.3.2.16 Trial runs

- (a) The Municipality reserves the right to award the tender subject to a trial run for a period of thirty (30) days for the highest scoring bidder.
- (b) Should the product not meet the requirements of the Council, the Municipality reserves the right to source the product from an alternative bidder.

1.3.2.20 Alternative bidders will be appointed. These bidders will be used in the case where the preferred bidder is unable to supply the required products.

KANNALAND MUNICIPALITY
QUOTE NO: FQ 26/2025
SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS
(ONCE OFF)

A CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms ,
whose signature appears below, has been duly authorised to sign all documents in connection with the
tender for **FQ 26/2025 – SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS (ONCE OFF)**
and any contract which may arise therefrom on behalf of *enter name of tenderer in block capitals*

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

B

PART A INVITATION TO BID

| | | | | | |
|---|--|---------------|--|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KANNALAND MUNICIPALITY | | | | | |
| BID NUMBER: | FQ 26/2025 | CLOSING DATE: | 29 JULY 2025 | CLOSING TIME: | 12H00 |
| DESCRIPTION | SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS (ONCE OFF) | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BIDDING RESPONSE DOCUMENTS MAY BE DEPOSITED | | | | | |
| Via email at supplychain@kannaland.gov.za | | | | | |
| 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: | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | R | |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS QUOTE IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO: | | | | | |
| E-MAIL ADDRESS | supplychain@kannaland.gov.za | | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

C PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....

Bid Number.....

Closing Time

Closing Date

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|-------------|----------|-------------|--|
|-------------|----------|-------------|--|

- Required by:

- At:

- Brand and Model

- Country of Origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

D DECLARATION OF INTEREST

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

3.1. Full Name of bidder or his or her representative:

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, hareholder²):.....

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

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

3.8.1. If so, furnish particulars.

.....

.....

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

3.9.1. If so, furnish particulars.

.....

.....

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

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

3.10. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1. If so, 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 so, furnish particulars

.....

.....

3.12. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.12.1. If so, furnish particulars.

.....

.....

3.13 Are any spouses, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If so, 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 |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

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, 2022.

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 R30 000 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 applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution and Locality of supplier
- 1.4 The maximum points for this tender are allocated as follows:

| | | POINTS |
|--|---|------------|
| PRICE | | 80 |
| SPECIFIC GOALS | B-BBEE Status Level of Contributor | 10 |
| | Locality of supplier | 10 |
| Total points for Price and SPECIFIC GOALS | | 100 |

- 1.5. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6. The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. SPECIFIED CONTRACT PARTICIPATION GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- (a) B-BBEE scorecard.
- (b) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| BBBEE scorecard | B-BBEE Status Level of Contributor | | |
| | 1 | 10 | |
| | 2 | 9 | |
| | 3 | 6 | |
| | 4 | 5 | |
| | 5 | 4 | |
| | 6 | 3 | |
| | 7 | 2 | |
| | 8 | 1 | |
| | Non-compliant contributor | 0 | |
| Local area of supplier | Within the boundaries of the Kannaland municipality | 10 | |
| | Within the boundaries of Garden Route District | 6 | |
| | Within the boundaries of the Western Cape | 4 | |
| | Outside of the boundaries of the Western Cape | 2 | |

A tenderer must submit proof of its Location and BBBEE status level contributor [scorecard].

A tenderer failing to submit proof of Location and BBBEE status level of contributor –

- may only score in terms of the 80/90-point formula for price; and
- scores 0 points for Location and BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

The preference points scored by a tenderer must be added to the points scored for price.

The points scored must be rounded off to the nearest two decimal places.

The contract must be awarded to the tenderer scoring the highest preference points.

6. DECLARATIONS WITH REGARD TO COMPANY/FIRM

6.1. Name of firm :

6.2. Company registration number :

6.3. TYPE OF COMPANY/ FIRM

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

6.4. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

F. 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDER: _____

FURTHER DETAILS OF BIDDER'S: Directors / Shareholder / Partners, etc.

| Director /Shareholder /partner | Physical address of the Business | Municipal Account | Physical residential address of the Director Shareholder /partner | Municipal Account numbers |
|--------------------------------|----------------------------------|-------------------|---|---------------------------|
| | | | | |
| | | | | |
| | | | | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: Please attach certified copy (ies) of ID documentation.

I, _____

(full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards **a Municipality** in respect of which payment is overdue for more than 30 days.

THUS, DONE AND SIGNED for and on behalf of the bidder, at _____, on

the _____ day of _____ 20_____.

G. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

H. TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PLEASE COMPLETE FOR CONSENT

I..... (Name) the undersigned in my capacity as
 (Position) on behalf of (Name of company) herewith grant
 consent that KANNALAND MUNICIPALITY may verify our tax compliance status on SARS e-filing
 using PIN issued. For this purpose, our unique security personal Identification number:(PIN) is
 and Taxpayer Reference number:

I. CENTRAL SUPPLIER DATABASE (CSD)

The bidder shall provide a printed copy of the active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). Bidders who are not registered on the Central Supplier Database must do so before they submit their bids and attach the CSD registration report or attach proof that they are in the process of registration.

Bidders received from such bidders who have not submitted proof of their registration their tender submissions, will not be considered.

Failure to satisfy the eligibility criteria is a breach of the Conditions of this quote and as such, results in instant disqualification

In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

For CSD registration login to: <https://secure.csd.gov.za/>

Name of Bidder:

Central Supplier Database Supplier Number: **MAAA**

Central Supplier Database 36 Digit Code/reference Number:

Supplier commodity:

J. DESCRIPTION OF GOODS/SERVICES

EXTENT OF THE GOODS/SERVICE

The extent of the Goods/Service includes the supply and delivery of the following materials:

Specifications

35-Watt LED Streetlight Model no N5312A1P
Rated Lifetime TQ 25°C: L90B10 for 60000h
LED Colour Temperature: 4000K
Housing Material: Marine Grade Aluminium (EN1706 AC- 44300)
Diffuser: IK10 rated Polycarbonate
Tightness level: IP66
Nominal Voltage: 150V- 305V
Power Factor>95%
Testing Standard: SANS 475, 60598
Dimensions: 212x500x96mm
Weight: 3.6kg
LED Count: 40
Nominal Lumen Flux: 5521
CRI: >70
Separate Inline Surge Protection: 10Kv/Ka

LOCATION OF WORKS

Materials should be delivered to Kannaland Municipality in Ladismith.

K. Pricing Schedule

1. Refer to excel spreadsheet for completion of pricing schedule.
2. Pricing schedule must be fully completed and submitted electronically in excel format. In order to be compliant, the pricing schedule must be completed in full (each item must be priced as per measured units) if any clarity refer to supplychain@kannaland.gov.za
3. Complete the excel spreadsheet and submit with your formal quotation in electronic format.

Fill in the yellow fields only

FORMAL QUOTE NO: FQ 26/2025

SUPPLIER
NAME

SUPPLY AND DELIVERY OF 150 LED STREETLIGHTS (ONCE OFF)

| ITEM NO. | DESCRIPTION | QUANTITY | RATE | AMOUNT (EXCL. VAT) |
|----------|--|----------|------|--------------------|
| 1 | 35-Watt LED Streetlight Model no N5312A1P Rated Lifetime TQ 25°C: L90B10 for 60000h LED Colour Temperature: 4000K Housing Material: Marine Grade Aluminium (EN1706 AC- 44300) Diffuser: IK10 rated Polycarbonate Tightness level: IP66 Nominal Voltage: 150V- 305V Power Factor>95% Testing Standard: SANS 475, 60598 Dimensions: 212x500x96mm Weight: 3.6kg LED Count: 40 Nominal Lumen Flux: 5521 CRI: >70 Separate Inline Surge Protection: 10Kv/Ka | 150 | R - | R - |

SUMMARY OF PRICING SCHEDULE

| | |
|---|-------|
| SUB-TOTAL | R0,00 |
| 15% VAT | R0,00 |
| TENDER SUM CARRIED FORWARD TO FORM OF OFFER | R0,00 |

L. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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 PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Tax clearance certificate.
 - Pricing schedule(s).
 - Technical Specification(s).
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022.
 - 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

2 PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference numberdated.....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.

| NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | 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.

DATE

M. OFFICIAL TENDER FORM

QUOTE NO: FQ 26/2025

The total quoted amount is

R..... (Inclusive of VAT).

Signature of Tenderer:

Name of Company:

Address:
.....
.....
.....

Tel No

Fax No

N. FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following service:

Quote No: FQ 26/2025

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of R be determined in accordance with the conditions of contract identified in the Conditions of Contract.

THE OFFERED PRICE IS R (INCLUSIVE OF VAT)

This offer may be accepted by the Employer by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Conditions of Tender, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s):

Name(s):

Capacity for the Tenderer:

Name and address of organization).....

.....

Name and

Signature of

Witness:

Date:

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s):

Name(s):

Capacity for the Employer.....

(Name and address of organization)

.....
Name and
Signature of

Witness: Date:

O. CREDIT ORDER INSTRUCTION

It is the policy of the Kannaland Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Name of Firm or Bank Account Holder:

Address :

.....

.....

Name of Bank :

Name of Branch :

Branch Code :

Account Number :

Type of Account :

I/we hereby request and authorise the Kannaland Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Kannaland Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Kannaland Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.

.....
Initials and Surname

.....
Authorised Signature

Date:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

.....
AUTHORISED SIGNATURE(S)

OFFICIAL DATE STAMP