



THEEWATERSKLOOF MUNICIPALITY

TENDER NO: ELEC 02/2021/22

CONTRACT NO.

ELEC 02/2021/22

**SUPPLY AND DELIVERY OF LED STREETLIGHT
LUMINAIRES FROM DATE OF APPOINTMENT UNTIL 30
JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

May 2021

ISSUED BY:

**DIRECTORATE : TECHNICAL SERVICES AND
PLANNING
THEEWATERSKLOOF MUNICIPALITY
P O BOX 24
CALEDON
7230**

NAME OF TENDERER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
Bid Number:	ELEC 02/2021/22	Closing Date:	28 May 2021	Closing Time:	12:00
Description:	SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					

Bid Response Documents may be Deposited in the Bid Box **NO. 1** situated at:

MUNICIPAL HEAD OFFICE					
06 PLEIN STREET					
CALEDON					
7230					
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		
[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]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Johannes van Niekerk	
CONTACT PERSON	Sikhulule Mbekeni		TELEPHONE NUMBER	028 2143300	
TELEPHONE NUMBER	028 214 3300		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	028 212 1229		E-MAIL ADDRESS	johannesva@twk.org.za	
E-MAIL ADDRESS	Sikhululemb@twk.org.za				

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.	

**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:

THEEWATERSKLOOF MUNICIPALITY

CONTRACT No. ELEC 02/2021/22

SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE OF APPOINTMENT
UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 06 May 2021
CLOSING DATE	:	Friday, 28 May 2021
CLOSING TIME	:	12h00
CLOSING VENUE	:	Theewaterskloof Municipality 6 Plein Street CALEDON 7230
TENDER BOX	:	Tender Box No.1 , Located at the Entrance of Theewaterskloof Municipality. Theewaterskloof Municipality 6 Plein Street CALEDON 7230 Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

ITEM NO.	LIST OF RETURNABLE DOCUMENTS	PG. NO.
1	Tender Notice and Invitation to tender	3
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Tender Notice and Invitation to Tender

THEEWATERSKLOOF MUNICIPALITY, Deputy Director: Electrical Services invites tenders for Contract no. **ELEC 02/2021/22**
SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE OF APPOINTMENT UNTIL 30
JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za

A set of Tender Documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 6 Plein Street, Caledon from **Thursday, 06 May 2021** during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R500.00 (VAT Inclusive) is applicable.** It is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Hanro September at hanrose@twk.org.za.

All technical enquiries must be directed to the Senior Engineering Technician: Electrical Services to:

Mr. Johannes van Niekerk
Theewaterskloof Municipality,
Caledon
7230
E-mail: johannesva@twk.org.za

The closing time for receipt of tenders is **12h00** on **Friday, 28 May 2021** at the Theewaterskloof Municipality, Tender Box 1- at the main entrance, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Tenders, completed in full, must be submitted in tender box no. 1 which is located at the entrance to the municipality head office of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

DP Lubbe
Municipal Manager
Theewaterskloof Municipality
P O Box 24
6 Plein Street
Caledon
7230

Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data

1. General

1.1 Actions

The Employer is the Theewaterskloof Municipality, represented by the Dep. Director: Electrical Services.

1.2 Tender Documents

The tender documents issued by the Employer comprise:

This tender document (Tender No: **ELEC 02/2021/22**), in respect of contract: **SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

The Tender

Tendering Procedures

Tender notice and invitation to tender

Tender data

The Contract

Specifications

Terms of Reference (TOR)

Pricing data

Pricing Schedule

Agreement and contract data

Form of offer and acceptance

Contract data

Returnable Documents

List of returnable document

Returnable schedules

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer.

1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender.

The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

Name: **Mr. Johannes van Niekerk**

Postal address: PO Box 24

Caledon

7230

E-mail: johannesva@twk.org.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

SECTION 1: STANDARD CONDITIONS OF TENDER

1.1.1 General

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, timeously and with integrity, and behave equitably, honestly and transparently.

1.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

1.1.3.1 comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

1.1.3.2 corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

1.1.3.3 fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

1.1.3.4 quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.1.5 The employer's right to accept or reject any tender offer

The employer reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.1.6 Tenderer's obligations

1.1.6.1) Eligibility

Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

1.1.6.2) Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

1.1.6.3) Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

1.1.6.4) Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

1.1.6.5) Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

1.1.6.6) Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

1.1.6.7) Clarification meeting

None

1.1.6.8) Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

1.1.6.9) Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

1.1.6.10) Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment unless otherwise provided for in the Special Conditions of tender and contract.

State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

1.1.6.11) Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

1.1.7 Alternative tender offers

No alternative offers will be accepted.

1.1.8 Submitting a tender offer

Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical

proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

1.1.9 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

1.1.10 Closing time

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

1.1.11 Tender offer validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

1.1.12 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

1.1.13 Provide other material

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

Dispose of samples of materials provided for evaluation by the employer, where required.

1.1.14 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

1.1.15 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

1.1.16 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

1.1.17 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

1.1.18 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

2. Tenderer's obligations

2.1 Eligibility

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

2.1.1 Tender Participation Fee

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 11**.

2.1.2 Pricing Instruction

Only those tenderers who have fully complied with the pricing instruction as contained in this document are eligible to submit tenders. Pricing instruction can be found by **Section 4B**.

2.2 Alternative tender offers

Alternative tenders will not be considered

2.3 Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 10**. Tenders submitted by **joint ventures** of two or more firms shall be accompanied by the document of formation of the joint venture, **Schedule 10**, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender box no. 1 at the Main Entrance of Theewaterskloof Municipality

Physical address: Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

Identification details: Tender number: **ELEC 02/2021/22**

Title of tender: **SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

Name and address of tenderer:

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.

A two-envelope procedure will **not** be followed.

2.4 Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

2.5 Tender offer validity

The tender offer validity period is 90 days

2.6 Clarification of tender offer after submission

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

2.7 Certificates

Tax Clearance Certificate

Tenderers shall complete **Schedule 1: Declaration of Good Standing Regarding Tax in Part Returnable Schedules**. Failure to properly complete **Schedule 1** in Returnable Schedules may prejudice the tender and it may be rejected for such reason.

Each party to a Consortium / Joint Venture shall complete **Schedule 1** separately.

3. The Employer's undertakings

3.1 Opening of tender submissions

The time and location for opening of the tender offers is immediately after the closing time:

Time: **12h00 on Friday, 28 May 2021**

Location: Council Chambers, Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230.

3.2 Test for responsiveness

Tenders will be considered non-responsive if, inter alia: (This is a requirement on **submission** of bid document)

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer does not comply with the special conditions of contract as per Section 3, and
- The tenderer has failed to comply with the specifications as advertised.

3.3 Test for administrative compliance

Tenders will be found non-compliant if, inter alia: (These documents may be requested)

- The tenderer has failed to complete and sign and attach requested information to all Schedules not excluded in responsiveness criteria;
- The tenderer has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise;
- The tenderer has failed to fully complete Schedule 1 and failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate may be requested;
- The tenderer has failed to submit a certified B-BBEE certificate, QSE or EME affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified copy of the B-BBEE certificate, QSE or EME Affidavit may be requested.
- The tenderer has failed to submit proof of payment of tender participation fee. Proof of payment may be requested.

3.4 Evaluation of tender offers

General

Contract Value/Price

The estimated contract value for the period will be used to calculate the financial offer for evaluation purposes in terms of the 80/20 preference point system and will be awarded as per unit prices. Year two evaluation will be done at an estimated escalation of 5% for CPI.

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

Points awarded for B-BBEE Status Level of Contribution

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	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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.

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.

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.

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.

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.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B-BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

3.5 Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- b) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) The tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 4**);
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 7**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

3.6 SCM Related Appeals

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

3.7 Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

1. Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document **(form Of Offer and Acceptance)**;
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

2. Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

3. General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality?

In this regard, tenderers shall complete **Schedule 7**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

4. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;

- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

5. Price variations and Escalation

- a) As per Section 4B

**SECTION 2A:
GENERAL CONDITIONS OF CONTRACT**

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

JULY 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

2.1These 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.

2.2Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1Unless 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

4.1The 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.

5.2The 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.

5.3Any 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.

5.4The 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

6.1The 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.

6.2When 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

7.1Within 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.

7.2The 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.

7.3The 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.

7.4The 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.

8.2If 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.

8.3If 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.

8.4If the inspections, tests and analyses referred to in clauses 8.2and 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.

8.5Where the goods or services referred to in clauses 8.2 and 8.3do 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.

8.6Goods and services which are referred to in clauses 8.2 and 8.3and which do not comply with the contract requirements may be rejected.

8.7Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8The 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 ELECTRICAL SERVICES 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 fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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. Anti-dumping 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 favorable 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion 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

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

31. Notices

31.1Every 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.

31.2The 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

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

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

32.3No 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.

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

33. Transfer of Contracts

33.1The contractor shall not abandon, transfer, cede assign or sublet contract or part thereof without the written permission of the purchaser

34. Amendment of Contracts

34.1No 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

35.1In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 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.

35.2If 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.

35.3If 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 2B:
ADDITIONAL CONTRACT CONDITIONS**

1. Mediation

- 1.1. Each party shall submit a list with 3 (three) names of knowledgeable persons, with expertise relating to the particular field in which the dispute arose, as potential mediators from which one mediator shall be selected by agreement between the parties. Should the parties fail to reach agreement on the choice of the mediator within 5 (five) working days from the day on which it has become apparent that the matter cannot be settled through negotiation, any of the parties may request the Institute for Mediation and Arbitration of South Africa to appoint a mediator.
- 1.2. The mediator shall in his sole discretion determine the form of representations to be made, provided that in making this determination, the mediator shall consult the disputing parties and may be guided by their common reasonable desire on the form in which the said representations are to be made. All representations by the parties shall be made without prejudice.
- 1.3. The mediator shall within a period of 10 (ten) working days after receipt of the representations of the parties endeavor to facilitate an agreement between them or determine a procedure or framework within which they can negotiate to resolve the dispute or difference. All representations by the parties shall be made without prejudice.
- 1.4. Any such negotiated agreement shall be in writing, signed by both parties and be binding on the parties. Failing agreement between the parties the dispute shall be resolved by the submission thereof to arbitration.
- 1.5. The parties agree to contribute equally to the cost of the mediator and each party shall bear any other costs separately regardless of the outcome of the mediation.

SECTION 3: SPECIAL CONDITION OF CONTRACT

1. EXTENT

The contract is for the supply and delivery of LED Streetlight luminaires to Theewaterskloof Municipality , Caledon

2. FAILURE TO COMPLY WITH TENDER

In the event of the successful tenderer failing to comply with the terms and conditions of this tender, or in the case that goods or materials are faulty or not in accordance with the specifications or not to the satisfaction of the delegated official, the Municipality shall have the right to reject the goods all together and to treat the contract as at an end and to purchase elsewhere.

3. DELIVERY TIME

The Contractor will be given an official order for the amounts of specific LED luminaires required in advance and the contractor must deliver the required materials within 28 calendar days from date of order to TWK stores Caledon as required. If the Contractor cannot deliver the materials within specified time or correct quantities or cannot deliver at all, the municipality must be notified within 72 hours upon receipt of official order in writing stating reason/s for non-delivery and the municipality will decide whether reason/s is valid or not.

4. MINIMUM INFORMATION TO BE DISPLAYED ON ORDER

The official purchase order (approved by the relevant Head of Department) clearly stating at least:

- a) Order number
- b) Delivery point
- c) Contact person
- d) Quantity
- e) Description of goods

5. DELIVERY ACCEPTANCE

No deliveries will be acknowledged for which the Contractor cannot produce an acceptance note signed by one of the Municipality's Officials. In this regard the Contractor will have to acquaint themselves with the recognized working hours and holidays of Theewaterskloof Municipality including the delivery areas (site conditions) and required delivery methods.

- Tenderers must be able to deliver quantities as per indicated unit values
- No minimum delivery quantities will be considered.
- Contractor to off-load materials themselves

Only on the Municipality's request may materials be delivered after hours.

The Delivery addresses is as follows:

Caledon:

Theewaterskloof Municipality
Caledon Stores
Cemetery Road
Caledon
7230

6. PRICE ALL INCLUSIVE

The prices tendered must include all labour and other costs involved in manufacturing, sorting, loading, carting and off-loading in Caledon.

7. INSURANCE CLAIMS, ETC.

The Municipality shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicles, rights, etc., which may arise from the carrying out of this contract.

The Contractor shall insure all labourers, drivers and all plant involved in the fulfillment of this contract and shall indemnify the Municipality against all risks and claims.

8. PAYMENTS

Payments will be made to the Contractor no later than 30 days after receiving of tax invoice for goods delivered up to date.

The invoice rendered to the Municipality shall be checked in comparison with the duplicate of the delivery note and no payment whatsoever shall be made in respect of any item on the account unless the amount has been verified in this manner to the satisfaction of the Technical Official/Delegated Official.

9. PROCUREMENT FROM OTHER SUPPLIERS

The Municipality may procure goods/services in terms of this contract, from another supplier. This Contract therefore does not bind the Municipality to procure goods/services from adjudicated bidder / supplier.

If the tenderer fails to sign this schedule, it will be interpreted that the tenderer does not comply with the Special Conditions of Contract and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH THE SPECIAL CONDITIONS OF CONTRACT AS SET OUT ABOVE

.....
Signature

.....
Date

**SECTION 4A:
SPECIFICATIONS**

No.	SPECIFICATIONS
1	LED STREETLIGHT FIXTURES
	Designed to meet the lighting criteria for Group “A” & Group “B” roads in accordance to SANS 10098-1:2007
	Design life: In excess of 25 years
	All luminaires offered shall have a minimum guarantee period of five years The scope of this guarantee includes the LED module drivers, luminaire housing, LED module(s), brackets and protector. If luminaires are found to have failed within this period as a result of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.
	The replacement (upgrading and service) of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of a hinging mechanism.
	The luminaire shall incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current shall be reduced to a safe temperature level. The temperature sensor shall not completely switch off the LEDs at high temperatures, which shall facilitate maintenance to be undertaken during daylight hours
	The luminaire shall incorporate a replaceable stand-alone inline surge protection device of 10kA minimum, within an IP66 gear compartment
	The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the driver and LED module compartments, when normally mounted as per SANS 475.
	The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass (IK08) or high-impact acrylic (IK10).
	It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.
	The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. The cooling rib height to width ratio may not exceed 0.7. Additionally the top surface shall be curved in shape.
	The LED life expectancy shall be 100,000 hours at L90B10 lumen maintenance at 25°C. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
	External hardware such as toggle clips, bolts, screws, nuts, washers shall be stainless steel (grade 304 or better).
	The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs
	Use of high efficiency LED"s (> 140 lumens/watt: nominal efficacy) CRI > 70. Documentary evidence of compliance to this clause shall be submitted with the tender.
	Colour temperature shall be neutral white (4 000K). A report from the LED vendor, for LED"s used in the luminaire, shall be submitted, which shall include the following documentary evidence: Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
	The entire assembly and testing of the complete LED luminaire shall be undertaken within an ISO 9001 certified factory, within South Africa to ensure technical backup and service locally
	LED module(s) drivers shall be housed fully within the sealed IP66 body of the luminaire
	The output frequency of the drivers shall be 100 Hz or greater, to avoid visible flicker. The harmonic distortion levels of the LED module driver(s) shall comply with the limits as stipulated in SANS 61000-3-2.
	The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.
	The LED module driver(s) shall operate at a power factor of 0, 95 or greater, and the harmonic distortion levels shall be limited so as to not cause interference on the electrical network.

	LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
	The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
	Luminaires shall be delivered completely assembled with housing, driver, LED module and protector lens.
	The luminaire's heatshrink shall have direct conduction & maximized surface for external heat exchange shall be provided.
	The luminaire housing shall be constructed of marine grade high pressure die cast LM6 (EN 1706 AC-44300) aluminium. Tenderers shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The housing shall be robustly constructed, weather-proof, hail proof, insect-proof, corrosion proof, ultraviolet light resistant and vandal resistant.
	Ferrous components shall be hot-dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application.
	Luminaire closure shall be by means of a single movement clip mechanism at the rear of the luminaire.
	The control gear compartment shall be incorporated into the luminaire housing.
	Luminaires shall be supplied in raw aluminium and shall not be powder coated.
	Screws that are used to secure cover shall be held captive when opened.
	The power supply connection must take place inside the luminaire.
	The luminaire shall automatically disconnect the supply to the power supply once the luminaire is opened.
	The luminaire manufacturer shall be based in the Republic of South Africa.
	Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 1088:1990
	Attachment of the luminaire base casting to its bracket arm should be by means of at least two stainless steel M8 grub screws into stainless steel sockets or any other methods to prevent cathodic corrosion between stainless steel and aluminium. The attachment of the luminaire should be designed to withstand wind speeds of up to 150 km/hour on the projected surface of the luminaire, without due deflection.
	Earthing terminals shall comply with sub-clause 7.2 of IEC 60598-1. All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.
	Wiring to the LED module compartment shall be suitably grommited , ensuring a perfect seal between compartments
	For floodlights the stirrup shall be manufactured from 4mm x 80mm hot-dipped galvanized steel.
	For flood lights holes shall be provided for single or double bolt mounting.
	Floodlight for 20 meter Highmast with 6 x ≤220watt LED with a 0.8 maintenance factor will measure 0.5lux at 60meters distance from High Mast pole position.
	Floodlight for 30 meter Highmast with 9 x ≤220watt LED with a 0.8 maintenance factor will measure 0.5lux at 130meters distance from High Mast pole position.
	Failure to attached proof of specifications to Schedule 14 will be interpreted as being non-responsive.
2	Spigot Outreach Arm for Luminaire 88mm OD to fit over existing 76mm pole, 150mm long x 42mm HDG @ 15° Rake as per attached drawing Section 7

If the tenderer fails to sign this schedule, it will be interpreted that the tenderer does not comply with the Specifications and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH THE SPECIFICATIONS AS SET OUT ABOVE

.....
Signature

.....
Date

**SECTION 4B:
PRICING INSTRUCTION**

1. Tenderers must be able to deliver quantities as per indicated unit values in **Section 5**.
2. No minimum delivery quantities will be considered.
3. Estimated quantities will be used for evaluation purposes.
4. The tender will be awarded per unit prices as tendered.
5. Tendered prices must be in accordance with requested item quantity/volumes. No weight or volume conversions will be made thus tenderer will be disqualified from further evaluation.
6. Price escalation will be based on average CPI per annum and applicable 12 months from date of appointment for year two.
7. The Tenderer must price on all items as per pricing schedule.
8. Year two evaluation will be done at an estimated escalation of 5% for CPI.

If the tenderer fails to sign this schedule, it will be interpreted that the tenderer does not comply with the Pricing Instruction and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH THE PRICING INSTRUCTION AS SET OUT ABOVE

.....
Signature

.....
Date

**SECTION 5:
PRICING SCHEDULE**

I/We, the undersigned, hereby tender and, should this tender be accepted, in whole or in part, undertake to supply and deliver in conformity with the conditions and stipulations set out in the conditions of contract and specifications attached hereto, the articles, goods or materials as may be ordered by the Municipality, in consideration of the prices or rates set out below.

The Streetlight LED Luminaire offering shall be: YEAR 1 PRICING SCHEDULE:

Item No.	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Estimated Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"
1	≤35W	≥5100	≥ Ra70	4 000K	Replaces 125W MV/70W HPS	1443		
2	≤70W	≥10200	≥ Ra70	4 000K	Replaces 150W HPS	15		
3	≤100W	≥14900	≥ Ra70	4000K	Replaces 250W HPS	115		
4	≤140W	≥20000	≥ Ra70	4 000K	Replaces 400W HPS	15		
							Sub Total (1)	

The Floodlight Luminaire offering shall be:

Item No.	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Estimated Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"
5	≤220W	≥27900	≥ Ra70	4 000K	Replaces 250/400W HPS	126		
							Sub Total (2)	

The Post Top Luminaire offering shall be:

Item No.	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Estimated Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"
6	≤40W	≥5200	≥ Ra70	4 000K	Replaces 125W MV / 70W HPS	5		
							Sub Total (3)	

Separate Spigot Outreach Arm for Luminaire:

Item No.	Description	Estimated Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"
7	88mm OD to fit over existing 76mm pole, 150mm long x 42mm HDG @ 15Deg Rake as per attached drawing Section 7	10		
			Sub Total (4)	

Sub Total (1)	
Sub Total (2)	
Sub Total (3)	
Sub Total (4)	
VAT @ 15%	
TOTAL	

By the representative of the tenderer, deemed to be duly authorized, signing this part of the tender, the tenderer declare that the amounts tendered for all the items per town is offered, correct and binding.

Signature on Behalf of Tenderer

Date

**SECTION 6:
FORM OF OFFER AND ACCEPTANCE**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO: ELEC 02/2021/22 – SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES
FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

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

By the representative of the tenderer, deemed to be duly authorized, 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 to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE ESTIMATED PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.....

..... (in words);

R..... (in figures)

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 tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

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 data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Section 2(a):	General Conditions of Contract
Section 2(b):	Additional Contract Conditions (Mediation)
Section 3:	Special condition of contract
Section 4A:	Specification
Section 4B:	Pricing Instruction
Section 5:	Pricing Schedule
Section 6:	Form of Offer and Acceptance
Section 7:	Spigot outreach arm
Section 8:	Returnable Schedules

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.

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 representative (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 fulfill 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 Contractor) within five working 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

Name

Capacity

**for the
Employer** THEEWATERSKLOOF MUNICIPALITY
DIRECTORATE: TECHNICAL SERVICES AND PLANNING
6 PLEIN STREET
CALEDON
7230

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
2 Subject	
Details	
.....	
.....	
3 Subject	
Details	
.....	
.....	
4 Subject	
Details	
.....	
.....	
5 Subject	
Details	
.....	
.....	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

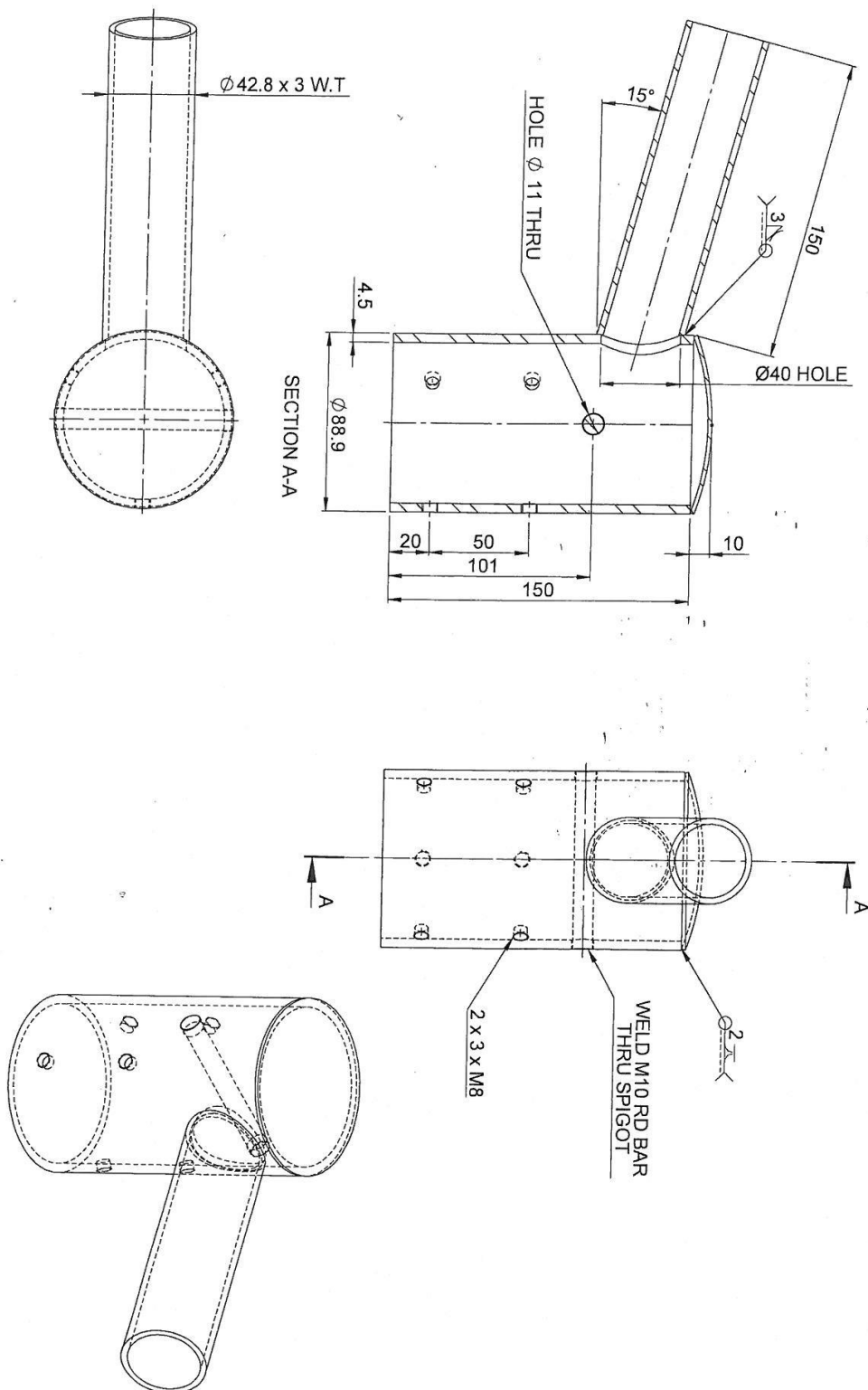
Capacity

(Name and
address of
organization)
.....
.....

Name and
signature
of witness Date

**SECTION 7:
SPIGOT OUTREACH ARM FOR LUMINAIRE**

**Dimensions of spigot: 88mm OD to fit over existing 76mm pole, 150mm long x 42mm HDG
@ 15Deg Rake**



**SECTION 8:
LIST OF RETURNABLE DOCUMENTS**

	DESCRIPTION	PG. NO.
SCHEDULE 1:	Tax Clearance certificate requirements (MBD 2)	37
SCHEDULE 2:	Declaration of Interest (MBD 4)	38
SCHEDULE 3:	Preference points claim form in terms of the Preferential Procurement Reg. 2017 (MBD 6.1)	41
SCHEDULE 4:	Declaration of Bidders past Supply Chain Management Practices (MBD 8)	46
SCHEDULE 5:	Certificate of Independent Bid Determination (MBD 9)	48
SCHEDULE 6:	Form of Indemnity	51
SCHEDULE 7:	Compulsory Enterprise Questionnaire	52
SCHEDULE 8:	Address Schedule	54
SCHEDULE 9:	Record of Addenda	55
SCHEDULE 10:	Signatory of Authority	56
SCHEDULE 11:	Tender Participation Fee	58
SCHEDULE 12:	B-BBEE Proof	59
SCHEDULE 13:	Municipal Account / Lease Agreement	60
SCHEDULE 14:	Proof of Specifications Compliance	61

SCHEDULE 1:
MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. 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

3. 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.

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

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

- a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
- b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

**SCHEDULE 2:
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 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.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and 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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**SCHEDULE 3:
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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

- 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
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.

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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 3.2 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	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4. BID DECLARATION

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

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

- 5.1 B-BBEE Status Level of Contributor: = (maximum of 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 6.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 least 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		

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

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

7.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

7.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

7.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:.....

Registered Account Number:

Stand Number:.....

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

7.9 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

.....

.....

SCHEDULE 4:
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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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

**SCHEDULE 5:
MBD 9 – 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NO: ELEC 02/2021/22 – SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM
DATE OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

in response to the invitation for the bid made by:

THEEWATERSKLOOF MUNICIPALITY

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

I _____ certify, _____ on _____ behalf
of: _____ that:

(Name of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE 6:
FORM OF INDEMNITY**

THE MUNICIPAL MANAGER
Theewaterskloof Municipality

INDEMNITY

Given by (Name of Company)
of
.....
(registered address of Company) a company incorporated with limited liability according to the Company Laws
of the Republic of South Africa (hereinafter called the Service Provider),
represented herein by
..... (Name of Representative) in his capacity as
..... (Designation) of the Service Provider is
duly authorised hereto by a resolution dated
To sign on behalf of the Service Provider.

WHEREAS the Service Provider has entered into a Contract dated with Theewaterskloof
Municipality (hereinafter called the Municipality) who require this indemnity from the Service Provider for the
Contract: **ELEC 02/2021/22 – SUPPLY AND DELIVERY OF LED STREETLIGHT LUMINAIRES FROM DATE
OF APPOINTMENT UNTIL 30 JUNE 2023 TO THEEWATERSKLOOF MUNICIPALITY**

that the Service Provider does hereby indemnify and hold harmless the Municipality in respect of all loss or
damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused
by ELECTRICAL SERVICES that may be carried out by the Service Provider in connection with the
aforementioned contract; and also in respect of all claims that may be made against the Municipality in
consequence of such ELECTRICAL SERVICES, by reason of or in any way arising out of any accidents or
damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that
may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance
of which the Service Provider binds itself according to law.

SIGNATURE:

THUS DONE AND SIGNED for and on behalf on the Service Provider.

At on the day of In the
presence of the subscribing witnesses.

AS WITNESSES

1. (Designation)

2. (Designation)

**SCHEDULE 7:
COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

.....

**SCHEDULE 8:
ADDRESS SCHEDULE**

WORK ADDRESS	BUILDING	
	STREET	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	
	TELEPHONE	
	FAX	
	CELL	
	E-MAIL	
POSTAL ADDRESS	POST BOX	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	

SIGNED ON BEHALF OF TENDERER:

.....

**SCHEDULE 9:
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 10:
SIGNATORY OF AUTHORITY**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20_____,

Mr/Mrs _____ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf

of _____ (Name of Company) in

his/her capacity as _____

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____ the undersigned, hereby

Confirm that I am the sole owner of the business trading as _____

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

C. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well

as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of _____ (name of firm)

The following particulars in respect of every partner must be furnished and signed by every partner:

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on _____ 20____ at _____

_____ Mr/Ms , _____ whose

signature appears below, has been authorized to sign all documents in connection with this bid on

behalf of(Name of Close Corporation)_____

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

SCHEDULE 11:
PROOF OF PAYMENT OF TENDER PARTICIPATION FEE

Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 12:
B-BBEE PROOF**

The tenderer must attach to this page proof of **their B-BBEE level of contribution** in respect of his/her company, close corporation or partnership.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 13:
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer must attach to this page a copy of their latest municipal account / a valid lease agreement.

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 14:
PROOF OF SPECIFICATION COMPLIANCE**

The tenderer must attach to this page a proof of specification compliance for Section 4A (1) and 4A (2).

SIGNED ON BEHALF OF TENDERER: