



NOTICE NO: 152/2018

CONTRACT S2/2018

**SUPPLY AND DELIVERY OF STORES ELECTRICAL
REQUIREMENTS FOR A PERIOD ENDING 30 JUNE
2021**

CLOSING DATE:	08 OCTOBER 2018 @ 12:00
Location for Submission of Bid	Tender Box, foyer at Entrance of Main Municipal Building at 33 Da Gama Road
Name of tendering firm:	
Contact Person (<i>Full Names</i>):	
Tel No.:	Cell No.:
Fax No.:	
E-mail:	
Supplier Database No.:	CSD No.:
Signature of Tenderer:	
Issued By:	
KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY, 6330	
CONTACT PERSON: Mr. E. Felix at 042 2002200 or email: tenders@ kouga.gov.za and copy efelix@kouga.gov.za	

NB: THIS TENDER WILL BE EVALUATED ON THE 80/20 POINT SCORING SYSTEM

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PLEASE TAKE NOTE OF ALL LISTED INSTRUCTIONS AND COMMENT

- NB: PLEASE ENSURE THAT YOU FAMILIARIZE YOURSELF WITH THE COMPLETE DOCUMENT AND SIGN ALL PAGES WHERE IT IS REQUIRED TO DO SO. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED)
 - FAILURE TO FULLY COMPLETE THE COMPULSORY MUNICIPAL BIDDING DOCUMENTS WILL RESULT IN THE TENDER BEING CLASSIFIED AS NON-RESPONSIVE.
 - THE NATIONAL TREASURY CENTRAL DATABASE AND TAX COMPLIANCE WILL BE VERIFIED ON DAY OF EVALUATING ANY TENDER. IN INSTANCES OF NON COMPLIANCE BIDS WILL BE DECLARED NON RESPONSIVE. (Subject to MFMA Circular 90)
 - TENDER DOCUMENTATION IS AVAILABLE ON E-TENDER AND AN ELECTRONIC COPY MAY BE REQUESTED FROM THE SUPPLY CHAIN OFFICE. A NON- REFUNDABLE FEE WILL BE CHARGED FOR ANY PRINTED DOCUMENT AND IS AVAILABLE FROM THE REGISTRY SECTION AT 33 DA GAMA ROAD, JEFFREYS BAY.
 - PLEASE BE ADVISED THAT A COPY OF A CERTIFIED COPY DOES NOT CONSTITUTE A CERTIFIED COPY.
 - DO NOT USE CORRECTION FLUID IN THE DOCUMENT. IF ANY MISTAKES ARE MADE, PLEASE DRAW A LINE THROUGH IT AND INITIAL NEXT TO IT.
 - DOCUMENT TO BE COMPLETED IN INK. DOCUMENTATION COMPLETED IN PENCIL WILL NOT BE CONSIDERED.
 - THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITHIN THE TIME SPECIFIED IN THE REQUEST. **FAILURE TO COMPLY WILL RESULT IN NON ACCEPTANCE OF THE TENDER.THESE DOCUMENTS MAY BE REQUESTED AS SUPPORT TO THE CONTRACT FILE DOCUMENTATION FOR EVALUATION PURPOSES.**
 1. National Treasury Central Database Summary Report
 2. Business Registration Documents/ Formal Registration Documentation/ JV Agreements/Consortia/ Partnerships and Trust's – Applicable to all entities (ie. Companies, Public & Private Entities, Partnerships and Joint Ventures). CM9/ Name Change Document will not suffice as Proof of Business Registration.
 3. A copy of a valid SARS Tax Clearance Certificate and Tax Compliance Pin number for all entities and all partners of Joint Venture)
 4. Certified ID copies.
 5. Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation to be submitted
 6. Audited financial Statements for the last 3 financial years
 7. Any Special Conditions of Contract Documentation- Must be submitted as set out in tender contract or upon request.
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PERSONAL DETAILS OF THE TENDERER

PLEASE PROVIDE THE FOLLOWING DETAILS:

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>					
BID NUMBER:	152/2018 TS2/2018	CLOSING DATE:	08 October 2018	CLOSING TIME:	12:00
DESCRIPTION	Supply and Delivery of Stores Electrical Requirements for a Period Ending 30 June 2021				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

Kouga Local Municipality: Main Office					
33 Da Gama Road					
Jeffreys Bay					
6330					
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		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes	
	☐ No			☐ 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]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Office	CONTACT PERSON	Dewald Barnard
CONTACT PERSON		TELEPHONE NUMBER	0422002200
TELEPHONE NUMBER	042 200 2200	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	dbarnard@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

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.

CERTIFICATION:

I declare that the information in this annexure is true and correct in all respects.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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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 any thing 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 "Days" 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 supplies are so delivered and a valid receipt is obtained.

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

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

opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
-

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchasers request for bid validity extension, as the case may be. See paragraph 1, page 22.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the suppliers 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 suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the suppliers point of supply is not situated at or near the place where the supplies are required, or the suppliers services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the suppliers 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.
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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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 persons name be endorsed on the Register for Tender Defaulters. When a persons 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

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

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

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: FINANCE
SECTION: SUPPLY CHAIN/STORES

NOTICE NO: 152/2018

STORES REQUIREMENTS: PART 2

Prospective Service Providers are hereby invited to submit tenders for Supply and Delivery of the following under the Stores section for a period ending 30 June 2021.

CONTRACT NO.	DESCRIPTION	CLOSING DATE
S 1/2018	Prepaid Electrical Meters	12 October 2018
S 2/2018	Electrical Requirements	08 October 2018
S 3/2018	Electrical Cables	01 October 2018
S 4/2018	Stationary	19 October 2018

Tenders

An electronic copy of tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za. Printed copies of the Tender Document will be available at a non-refundable fee of R250 per document as from Monday, 03 September 2018 from the Registry Section, 33 Da Gama Road, Jeffreys Bay, 6330 Tel No: 042 2002200.

Please note:

- Interested Bidders are to take note of the closing dates as indicated in the above-mentioned table.
 - Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
 - This contract will be evaluated on the 80/20 point scoring system
 - The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
 - A valid SARS Tax Clearance Certificate and the Tax compliance Status pin must be submitted.
 - Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
 - The National Treasury Central Supplier Database Summary report must be submitted.
 - In order to claim Preference points a valid original or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed in the DTI format must be submitted to validate the claim.
 - The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
 - The validity period for submission must be 120 days from the closing date.
 - **It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.**
-

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to efeilx@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 152/2018: STORES REQUIREMENTS: S .../2018. (CONTRACT NAME)**", must be placed in the Tender Box **in the foyer of the Municipal Offices** at 33 Da Gama Road, Jeffreys Bay on or before closing date as indicated.

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 31 Aug 2018

Municipal Website/ Municipal Notice Boards in all offices/areas – 31 Aug 2018

CONDITIONS OF TENDER

1. PRICES

- All prices tendered and all deposits or payments made shall be in the currency of the Republic of South Africa.
- Prices should remain fixed for the period of the Tender. Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period bidder can only do so **twelve months after award has been made and thereafter once annually**, the Municipality reserve the right to:
 - Accept the amended price provided that one (1) month written notice was given to the Municipality; or
 - Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
 - Tenderers shall state the time of delivery in days from date of the official order by the Municipality and all tendered prices are to include VAT as well as costs of delivery to the Municipal stores In Jeffreys Bay or such other address as may be indicated by the Kouga Local Municipality.
- All prices tendered shall be VAT included.

2. LAYOUT

This tender document is divided into several sections. Please read through all the sections. In particular, the Conditions of Tender are most important, as they contain several new clauses in the light of the procurement policy and please take note of the conditions of tender and the list of required documents to be handed in, seeing that non adherence to these requirements can lead to non-responsiveness of tender.

3. SCHEDULE OF PRICES

In this schedule, a rate and a total price must be inserted against every item. Rates inserted should be applicable from date of appointment. The applicable measure for escalation shall apply. Proof to be provided for any request for increase.

4. SUBMISSION

Please read through carefully the Conditions of Tender, which deals with submission of tender. Your completed tender document must be placed in a sealed envelope, and the contract number and name of the contract written clearly on the outside. The envelope must be deposited, In accordance with the instructions in the Tender Advertisement. It is the Service Provider's responsibility to ensure that their bid is deposited in the correct tender box. No bid document delivered at any other venue or tender box than the mentioned one will be considered.

5. SCOPE OF CONTRACT

Appointment of a service provider for the Supply and Delivery of Stores Electrical Requirements Kouga Local Municipality for a period ending 30 June 2021.

6. VALIDITY OF TENDER

Tenders shall remain valid for acceptance for a period of 120 days

7. ACQUAINTANCE WITH TENDER DOCUMENTS

By submission of a tender, the Tenderer will be deemed to have acquainted himself fully with the tender documents, local requirements and the laws prior to pricing and submission of tender.

8. TENDER EXPENSES

The Council will not be responsible for any expense incurred by the tenderer in submitting a tender.

9. UNCONDITIONAL DISCOUNT

The quoted prices can be subject to an unconditional discount. Tenderers must state on the Schedule of Prices the percentage of unconditional discount they are offering.

10. OTHER SUPPLIERS

Should the tenderer after acceptance of his tender for any reason whatsoever not be able to provide or deliver the service to the Municipality within the reasonable specified time, the Municipality reserves the right to obtain goods from any other source or tenderer, in which case the tenderer will be liable for any additional costs incurred in case of a difference in price.

11. SURCHARGE IN RESPECT OF FALSE DISCLOSURE

Should the information submitted by the tenderer with his/her tender for the purpose of being allocated equity preference points, be found, during the currency of the contract, to be false, then the tenderer shall be liable to pay to the Employer the additional costs incurred by the Employer as the result of the Employer awarding the contract to the tenderer on the basis of the information submitted.

The additional cost shall be the difference between the sum tendered by the tenderer and the sum tendered by the tenderer who would have been awarded the tender, had the tenderer not submitted the false information.

12. B-BBEE

Refer to new legislation, circulars and codes regarding B-BBEE. Sworn Affidavit to be submitted in the DTI format.

13. CORRESPONDENCE

An active email address must be provided. All correspondence and request for information with bidder will be sent to this email address as provided on page five (5). If not submitted within the specified timeframe of the request, bid may be declared non-responsive.

14. LOCAL CONTENT- (TO BE COMPLETED FOR APPLICABLE ITEMS- DTI TO BE CONSULTED)

The Guidelines for locally produced goods or locally manufactured goods with the stipulated minimum threshold of 100% for local production and content for the designated sector is reflected on the website www.thedti.gov.za and tender document for more information.

If bidder requires an authorisation letter from **The DTI** please do so timeously. The following people can be contacted at The DTI:

Patricia Khumalo: Tel: [012 394 1390](tel:0123941390), email: khumalop@thedti.gov.za

Jaywant Irkhede: Tel; [012 394 5166](tel:0123945166), email: jiirkhede@thedti.gov.za

Signed	Date	Name (block letters)	Capacity in firm

KOUGA LOCAL MUNICIPALITY

NOTICE: 152/2018 CCONTRACT S2/2018

**SUPPLY AND DELIVERY OF STORES ELECTRICAL REQUIREMENTS FOR A
PERIOD ENDING 30 JUNE 2021**

SPECIAL CONDITIONS OF CONTRACT

1. Deliveries

- a. Deliveries will be to the Municipal Store in St. Croix Street, Jeffrey's bay Monday to Thursday to be done between 7:30 to 15h00 and on Friday between 7:30 to 14h00.
- b. All product items should carry minimum of one year guarantees or warranties and faulty items will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers)
- c. NO ALTERNATIVE offer will be considered without the approval of the client.
- d. During the duration of the bid products that discontinue must be replaced by a similar quality product and must comply with the specifications of the tender document.
- e. Should the service provider fail to supply within the times as set out in the tender document, a penalty equal to 10% of the total cost of the work – order will be deducted from any monies due, for each day in breach.
- f. Pricing for the supply and delivery of the following item:
 - Streetlight PolesMust include the off-loading thereof at the supplier's own risk to the municipal store, St Croix street Jeffrey's Bay.
- g. Delivery period should be included for each item in the schedule of item list of the tender document as well as the brand names of each item.

2. Contract Price Adjustment

2.1 Where prices are not firm, a formula using the SEIFSA indexes is to be used and the following shall apply: -

- i) Tendered prices shall be based on the latest published figures.
- ii) Should council be of the opinion that prices have risen out of proportion; Council reserves the right to negotiate on the open market for provision of the goods.
- iii) Successful tenderers must submit on request all the applicable formulas, constants and factors required for calculating price adjustments

3. Key Performance Indicators

- a. The Kouga Municipality has a system by which service delivery is measured. The appropriate Key Performance Indicators (KPI's) to which the Service Provider in this tender will be measured are as follows.
 - b. Timely delivery of the correct quantities as per order of items.
 - c. Quality of product and lead time of delivery as per tender document.
-

- d. The Service Provider will be notified if the KPI's are not met. If the Service Provider cannot submit satisfactory reasons why the KPI's was not met, the contract may be cancelled.
 - e. Non-compliance with agreed service delivery, may lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.
- 4. The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold of 100% for local production and content for the designated sector: Street Light Steel Poles will apply. Please refer to the website www.thedti.gov.za and tender document for more information.**
-

KOUGA LOCAL MUNICIPALITY
NOTICE: 152/2018 CCONTRACT S2/2018

SUPPLY AND DELIVERY OF STORES ELECTRICAL REQUIREMENTS FOR A
PERIOD ENDING 30 JUNE 2021

SPECIFICATIONS DOCUMENT

CIRCUIT BREAKERS

All miniature circuit breakers (MCB's) supplied in SDB's in accordance with this specification shall be air-break MCB's complying with VC8036 and SANS 556-1 and shall be provided with a non-adjustable hydraulic inverse time over-current release and a magnetic instantaneous short circuit release. The MCB operating characteristics shall NOT be affected by changes in ambient temperature and MCB's with thermal-magnetic operating characteristics shall not be acceptable.

CABLE TERMINATIONS AND JOINTS

1.1. HEAT-SHRINK TERMINATIONS AND JOINTS

1.1.1. SANS 1332: 2013 Schedule of Specifications: Cable Accessories

1.1.2. Scope:

1.1.2.1. This schedule covers the requirements for accessories for medium voltage cable accessories from 11 kV up to and including 22 kV.

1.1.2.2. Accessories for PILC - insulated cables are covered.

PLEASE NOTE: THE FOLLOWING SCHEDULE MUST BE COMPLETED SHOULD YOU INTEND TO TENDER ON ANY OF THE ITEMS UNDER PARAGRAPH 13

ACCESSORY	REQUIREMENT	Conformance		NOTES
		YES	NO	
SECTION 1: TERMINATIONS	1) Termination range taking according to latest edition of SANS 1332:2013			
	2) Range taking Mechanical Torque shear (MTS) included			
	3) M16 Lug hole on the palm of the MTS			NRS Version nr:
	4) Minimum creepage distance 31 mm/ kV (Outdoor) and 20 mm/kV (Indoor) according to SANS 876			
	5) Crutch support (Tri-shed) included (Outdoor termination for PILC cables)			
	6) Creepage path shall be of the same material for the entire creepage distance			
	7) From the same Manufacturer			
	8) Indoor Termination tail length 650 mm (3 core 11 kV cable)			
	9) Indoor Extended screen Termination tail length 800 mm (3 core 11 kV cable, into switchgear with CT's)			
	10) Outdoor Termination tail length 1200 mm (3 core 11 kV cable)			
	11) Installation Instruction (JI) in colour			
	12) Full parts list (B.O.M.) attached			
	13) Installation instruction based on "top down" measurement			
	14) Does the design make provision for Core crossing?			
	15) Phase Identification marking accessory included			Type of identification method:
				Test report attached?

	16) Type test according to IEC 60055-1 (PILC) or SANS 60502-4 (XLPE)			Yes		No	
	17) KIPTS approved			Test report attached			
				Yes		No	

ACCESSORY	REQUIREMENT	Conformance		NOTES			
		YES	NO				
SECTION 3: JOINTS(Heat shrink)	1) Is the joint filled to facilitate longitudinal water blocking?						
	2) Can the Joint accommodate Core crossing?						
	3) Minimum insulation wall thickness over the connector of 1.2 X Cable Insulation						
	4) 70 mm² Tinned Copper Main Earth Braid, rated @ 10 kA/1 sec (unless otherwise specified)						
	5) Type tested according to CENELEC HD 629.1 S2, CENELEC HD 629.2 S2, IEC 60055-1, SANS 60502-4			Test report attached?			
				Yes		No	
	6) Type tested Impact test done			Test report attached?			
				Yes		No	
				Yes		No	
				Yes		No	

ACCESSORY	REQUIREMENT	Conformance		NOTES			
		YES	NO				
				Yes		No	
				Yes		No	
MARKING, PACKING AND DOCUMENTATION	1) All components marked with Manufacturers name (visible on the completed accessory)						
	2) All components marked with Manufacturers part number and batch number						
	3) All components individually packed and labelled						
	4) Does any of the components have an expiry date						
	5) Identification tag included in the packing						
	6) All documentation in English						
	7) Legible, colour installation instruction included in every kit						
	8) Installation Instruction individually printed (not photocopied)						
	9) Installation Instruction dated and with a revision control						
	10) Bill of Material included (cross referenced with component part numbers)						
TEST REPORTS	1) Test reports shall be correctly identified with respect to:			Attach a copy of test report for each product offered			
	2) Name of manufacturer						
	3) Brand name						
	4) Type						
	5) Manufacturing date						
	6) Part number						
	7) Photos of set up						

	8) Cable cross section			
	9) Material composition and shape of the cable conductor			

ACCESSORY	REQUIREMENT	Conformance		NOTES
		YES	NO	
	10) Rated voltages			
	11) Installation instruction and associated Bill of Materials			
	12) Tail length tested			
	13) Cross sectional area of main braid			
	14) Was the product tested as a complete unit i.e. AS SUPPLIED TO THE CUSTOMER			
	15) Testing Laboratory accredited by Recognized Accreditation Body			Certificate attached? Yes ☐ No ☐
TRAINING	1) Does the supplier offer product training			
	2) EWETA or SAQA accredited (attach proof)			Proof attached? Yes ☐ No ☐
	3) Assessors and Moderator Seta accredited			Certificate attached? Yes ☐ No ☐



2.2 High wattage street light luminaire designed for lighting of group 'A' roads where efficiency, optical control and ease of maintenance are required.

- 2.2.1. The luminaire shall consist of a separate lamp, control gear and spigot compartment.
 - 2.2.2. The control gear housing shall be separated from the lamp housing for thermal reasons.
 - 2.2.3. It shall be designed to operate 250/400W mercury vapour and 150/250/ 400W high pressure sodium/metal halide lamps.
 - 2.2.4. The luminaire shall bear the SANS 475 mark and the SANS 60598-2-3 safety mark.
 - 2.2.5. Luminaire spigot entries shall comply with SANS 1088 - Table 1.
 - 2.2.6. Side entry - $\varnothing 42\text{mm} \times 125\text{mm}$.
 - 2.2.7. Bottom entry - $\varnothing 76\text{mm} \times 75\text{mm}$.
 - 2.2.8. The luminaire shall have a degree of protection that complies with SANS 60598-2-3.
 - 2.2.9. Lamp compartment: IP66
 - 2.2.10. Gear compartment: IP66.
 - 2.2.11. The IP rating shall be certified by a SABS test report.
 - 2.2.12. The housing shall be robustly constructed, weather-proof, hail proof, corrosion proof and vandal resistant. It shall be manufactured from ilted ultraviolet stabilized engineering polymer and shall be grey in colour.
 - 2.2.13. An exterior lip shall be provided on the lamp housing to avoid direct rain water contact with the gasket, thus ensuring that no moisture shall be sucked into the diffuser when the luminaire shall be switched off and cools down.
 - 2.2.14. The non-discolouring high-impact acrylic diffuser bowl shall have no external prisms and shall be held to the housing by three stainless steel clips. (Five in the 400W version.)
 - 2.2.15. It shall remain attached to the housing when hinged open.
 - 2.2.16. The gasket sealing the lamp compartment shall be made of silicon sponge rubber and shall be fitted into a tongue-and-groove arrangement.
 - 2.2.17. Reflectors shall be manufactured from 99.98% super pure deep anodized aluminium and shall not be subject to accidental misalignment.
 - 2.2.18. The lamp holder shall comply with VC 8011, shall be rated to withstand $240^{\circ}\text{C}/5\text{kV}$ and shall prevent possible loosening of the lamp caused by vibrations.
 - 2.2.19. The control gear compartment shall be manufactured from high pressure die cast aluminium to ensure excellent heat dissipation and optimum strength.
 - 2.2.20. It shall be covered by a hinged, noncorrosive lid which shall fit into a silicon sponge gasket in the body, into a tongue-and-groove arrangement.
 - 2.2.21. The IP66 ingress protection rating shall ensure that all control gear components shall be protected against the ingress of dust and moisture, thus preventing corrosion and premature failure.
-

2.2.22. The control gear shall be mounted on a removable gear tray and shall be suitable for operation with the specified rating of the lamp on a 230V +3%/-10% 50Hz single phase system.

2.2.23. All control gear components shall be removable. Ignitors, where applicable, shall be of the superposed pulse type. The luminaire shall be power factor corrected to a minimum of 0,9.

2.2.24. The separate spigot compartment shall house the screw terminal block and wire clamp.

2.2.25. No access to the control gear compartment shall be required for installation, thus possible damage to the control gear shall be avoided.

2.2.26. An optional down facing miniature daylight switch can be fitted into this compartment, giving it protection against UV and ensuring extended service with the specified rating of the lamp on a 230V $\pm 10\%$ 50Hz single phase system and power factor corrected to 0,9.

3.1. LED STREET LIGHTS



The LED luminaire shall be designed to meet the lighting criteria for Group 'A' roads. The luminaire shall be designed in accordance with the following requirements:

3.1.1. Design life: In excess of 25 years

3.1.2. 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.

3.1.3. 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.

3.1.4. The luminaire shall incorporate a surge protection device of 10kA minimum.

3.1.5. Minimum IP rating of the light compartment, including driver compartment: IP66.

3.1.6. The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass (IK08) or high-impact acrylic (IK10).

3.1.7. 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.

3.1.8. 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.

3.1.9. The LED life expectancy shall be 60,000 hours at 80% lumen maintenance. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).

- 3.1.10. Use of high efficiency LED's (> 70 lumens/watt: Absolute photometry) CRI > 70. Documentary evidence of compliance to this clause shall be submitted with the tender.
- 3.1.11. Colour temperature shall be neutral white (5 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.
- 3.1.12. LED drive current.
- 3.1.13. LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
- 3.1.14. The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
- 3.1.15. Documentary evidence, confirming that the failure of one LED will not cause additional LED's to fail.
- 3.1.16. Direct conduction & maximized surface for external heat exchange shall be provided.
- 3.1.17. 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.
- 3.1.18. Luminaire closure shall be by means of a single movement clip mechanism at the rear of the luminaire and secured by a tamper-proof screw to minimise theft and vandalism.
- 3.1.19. The control gear compartment shall be incorporated into the luminaire housing.
- 3.1.20. The power supply connection must take place inside the luminaire.
- 3.1.21. The luminaire shall automatically disconnect the supply to the power supply once the luminaire is opened.
- 3.1.22. The luminaire manufacturer shall be based in the Republic of South Africa

4.1. POSTOP SIMILAR TO PICTURE:



Designed for residential road lighting and general area lighting, where both vandal resistance, and efficiency are required.

- 4.1.1. The luminaire shall consist of a spigot base, lamp compartment with integral control gear and top cover and shall be designed to operate 125W mercury vapour or high pressure sodium/metal halide lamps
- 4.1.2. The luminaire shall bear the SANS 475 performance mark and the SANS 60598-2-3 safety mark.
-

- 4.1.4. Luminaire spigot entries shall comply with SANS 1088 - Table 1 for Type 2: $\varnothing 76\text{mm}$ x 75mm.
- 4.1.5. The luminaire shall have a degree of protection that complies with SANS 60598-2-3: Lamp compartment: IP65
- 4.1.6. The IP rating shall be certified by a SABs test report.
- 4.1.7. The top cover shall be manufactured from high pressure die cast aluminium, powder coated for added protection in the colour specified and shall be firmly secured with either a single dome nut or an aluminium nipple/ball casting.
- 4.1.8. It shall be powder coated white on the inside to improve the efficiency of the luminaire. A silicon sponge gasket shall be fixed into a groove in the casting to seal the top cover against the diffuser to IP65.
- 4.1.9. The spigot base shall be manufactured from high pressure die cast aluminium and powder coated for added protection in the colour specified.
- 4.1.10. The luminaire shall be secured to the pole by three M8 stainless steel grub screws.
- 4.1.11. The lamp holder shall comply with VC 8011, shall be rated to withstand $240^{\circ}\text{C}/5\text{kV}$ and prevent loosening of the lamp caused by vibrations.
- 4.1.12. The injection moulded non-discolouring high impact acrylic diffuser bowl shall be both round and tapered in shape and shall be available in either a clear or opal version.
- 4.1.13. It shall be smooth on the outside, but have internal prisms to reduce the direct glare component.
- 4.1.14. A drip ridge shall be provided at the bottom edge to prevent direct rain water contact with the gasket.
- 4.1.15. The control gear shall be incorporated inside the luminaire and mounted on a removable gear tray.
- 4.1.16. It shall be suitable for operation with the specified rating of the lamp on a $230\text{V } +3\%/-10\%$ 50Hz single phase system.
- 4.1.17. All screws, bolts and metal parts shall be stainless steel or anti-corrosion treated material.
- 4.1.18. Ignitors, where applicable, shall be of the superposed pulse type.
- 4.1.19. The luminaire shall be power factor corrected to a minimum of 0,9.



5.1

Designed for the lighting of residential roads where high performance and high ingress protection is required.

- 5.1.1. The luminaire shall consist of a separate lamp, gear and spigot compartment.
- 5.1.2. It shall be designed to operate 125W mercury vapour and high pressure sodium/metal halide lamps.
- 5.1.3. The luminaire shall bear the SANS 475 performance mark and the SANS 60598-2-3 safety mark.
- 5.1.4. Luminaire spigot entries shall comply with SANS 1088 - Table 1.
- 5.1.5. Side entry - $\varnothing 42\text{mm}$ x 125mm.

- 5.1.7. The luminaire shall have a degree of protection that complies with SANS 60598-2-3.
Lamp compartment: IP66 Gear compartment: IP66
- 5.1.8. The IP ratings shall be certified by SABS test reports.
- 5.1.9. The housing shall be robustly constructed, weather-proof, hail-proof, corrosion proof and vandal resistant. It shall be manufactured from filled ultra violet stabilised engineering polymer and shall be grey in colour.
- 5.1.10. An exterior lip of 7mm shall be provided on the lamp housing to avoid direct rain water contact with the gasket, thus ensuring that no moisture shall be sucked into the diffuser when the luminaire is switched off and cools down.
- 5.1.11. The non-discolouring clear high impact acrylic diffuser bowl shall have no external prisms and shall be held to the housing by three stainless steel clips.
- 5.1.12. It shall remain attached to the housing when hinged open.
- 5.1.13. The gasket sealing the lamp compartment shall be made of silicon sponge rubber and shall be fitted into a tongue and groove arrangement.
- 5.1.14. Reflectors shall be manufactured from 99,98% super pure deep anodised aluminium and shall not be subject to accidental misalignment.
- 5.1.15. A special reflector system for tubular lamps shall ensure optimum high performance.
The lamp holder shall comply with VC8011, shall be rated to withstand 240° C/5kV and prevent loosening of the lamp caused by vibrations.
- 5.1.16. The gear compartment shall be covered by a hinged, non-corrosive lid, which fits into a silicon sponge gasket in the body, in a tongue and groove arrangement.
- 5.1.17. Access to the gear compartment shall be gained from underneath by loosening one captive stainless steel screw (nylon in the double insulated version).
- 5.1.18. The IP66 ingress protection rating shall ensure that all control gear components are protected against the ingress of dust and moisture, which leads to corrosion and premature failure.
- 5.1.19. The control gear shall be mounted on a removable gear tray and shall be suitable for operation with the specified rating of the lamp on a 230V +3%/-10% 50Hz single phase system.
- 5.1.20. All screws, bolts and metal parts shall be stainless steel or anti-corrosion treated material. Ignitors, where applicable, shall be of the superposed pulse type.
- 5.1.21. The luminaire shall be power factor corrected to a minimum of 0,9.
- 5.1.22. The separate spigot compartment shall house the screw terminal block and wire clamp.
- 5.1.23. No access to the control gear compartment shall be required for installation, thus possible damage to the control gear shall be avoided.
- 5.1.24. An optional down-facing miniature daylight switch can be fitted into this compartment, giving it protection against UV and ensuring extended service luminaire shall be power factor corrected to a minimum of 0,9

5.2. Designed for lighting of group 'B' roads where efficiency, ease of maintenance and economy are required.

- 5.2.1. The luminaire shall consist of a lamp compartment separated for thermal reasons from the control gear compartment and be designed to operate 250 Watt high pressure sodium/metal halide elliptical lamps.
- 5.2.2. The luminaire shall bear the SANS 475 mark and the SANS 60598-2-3 safety mark.
- 5.2.3. Luminaire spigot entries shall comply with SANS 1088 - Table 2.
- 5.2.4. Side entry - $\varnothing 42\text{mm} \times 125\text{mm}$ long.
- 5.2.6. The luminaire shall have a degree of protection that complies with SANS 60598-2-3.
- 5.2.7. Lamp compartment: IP65 Control gear compartment: IP43
- 5.2.8. The IP rating shall be certified by a SABS test report.
- 5.2.9. The housing shall be robustly constructed, weatherproof, hail-proof, corrosion proof and vandal resistant.
- 5.2.10. It shall be manufactured from filled ultra-violet stabilised engineering polymer and shall

be grey in colour. The non-discolouring high-impact acrylic diffuser bowl shall have no external prisms and shall

be held to the housing by three stainless steel clips.

5.2.11. It shall remain attached to the housing when hinged open.

5.2.12. The gasket sealing the lamp compartment shall be made of silicon sponge rubber and shall be fitted into a tongue and groove arrangement.

5.2.13. Reflectors shall be manufactured from 99,98% super pure deep anodised aluminium and shall not be subject to accidental misalignment.

5.2.14. The lamp holder shall comply with VC 8011, be rated to withstand 240° C and shall prevent loosening of the lamp caused by vibrations.

5.2.15. The control gear compartment shall be protected by a hinged non-corrosive cover and shall be accessible from underneath. Access to the control gear compartment shall be gained by loosening one captive stainless steel screw (nylon in the double insulated version).

5.2.16. The control gear shall be mounted on a removable gear tray and shall be suitable for operation with the specified rating of the lamp on a 230V+3%/-10% 50 Hz single phase system.

5.2.17. All control gear components shall be removable and shall bear the relevant SABS mark.

5.2.18. All internal wiring shall be Teflon® coated with protective sleeving to prevent damage by possible abrasion. All screws, bolts and metal parts shall be stainless steel or non-corrosive material.

5.2.19. Mains connections shall be by means of a suitable screw terminal block with a wire clamping contact. Igniters, where applicable, shall be of the superposed pulse type. The luminaire shall be power factor corrected to a minimum of 0,85.

5.3 KIOSKS

POLYETHYLENE KIOSK AND ENCLOSURE SPECIFICATIONS

Prospective tenders are required to submit proof of SABS "Glow Wire Test" certificate as well as an Accelerated 'UV Test Certificate' from an accredited test facility

5.3.1. Distribution Kiosks, Polyethylene: 2-Way, 4-Way, 6-Way, 9-Way and 12-Way Double Door Kiosks

5.3.1. Polyethylene

a) Shall be manufactured from compounded dark grey UV stabilised Linear Low Density Polyethylene (LLDPE) using rotational moulding. Such UV Polyethylene to carry a 25 year UV guarantee.

b) The design of the unit to be such that all external surfaces are "rounded" to prevent buckling.

c) Shall be rigidly moulded and have high impact resistance and dielectric strength.

d) Kiosk wall thickness shall be at least 4mm throughout.

e) LLDPE powder used must be chemically resistant and resistant to deterioration from prolonged contact with soil and/or moisture.

f) Must be resistant to abrasion and heat and specifically treated with stabilising additives to provide enhanced UV breakdown resistance.

g) Materials used must be free from blowholes and defects.

5.3.2. **Frame:**

- a) Root must be moulded incorporating a self-supporting polyethylene equipment-mounting panel, to decrease the likelihood of condensation.
- b) The frame must contain a 19mm wooden block board inserted the whole width and length of the frame

5.3.3. **Colouring**

All Kiosks shall be coloured "Light Grey – UV25."

5.3.4. **Doors & Hinges**

- a) Must be manufactured from polyethylene.
- b) Danger labels on the doors must be of the mould-in graphic type.
- c) Doors must open at least 130 degrees with hinges being an integral part of the moulding process.
- d) No piano hinges will be accepted.
- e) Doors to be removable on site for ease of installation, maintenance and replacement (where necessary).
- f) Stainless steel standard pad lockable facilities to be provided for both doors unless otherwise stated.
- g) A polyethylene legend holder with card must be riveted to the inside of the consumer door.
- h) All rivets, bolts, nuts, washers and set screws must be Stainless Steel.

5.3.5. **Cable Termination**

Galvanised heavy duty Unistrut gland plate must be installed on both the incomer and consumer side of the kiosk, for cable termination and must be connected to the Earth and neutral bars by means of 70mm sq cable. The cable gland holes must be drilled to accommodate from 16mm to 240mm cables.

5.3.6. **Busbars**

- a) All kiosks must be fitted with phase busbars, earth bars and neutral bars.
 - b) All Busbars to be high conductivity tinned copper.
 - c) Phase Busbars are to be mounted horizontally on a moulded 3Ph staggered polyethylene Busbar holder.
 - d) Phase Busbars must be capable of accommodating 3 x 300mm cables (per phase) and must be heatshrink colour coded red, white, and blue.
 - e) A polyethylene Busbar shroud, which is enclosed on top and sides for safety, to be fitted over the phase Busbars.
 - f) The Busbar shroud is to include a mould-in graphics danger label, as well as a trafalite danger live Busbars label.
 - g) Busbars must be predrilled prior to tinning or galvanising.
 - h) Busbars must be fitted with close tolerance stainless steel bolts, nuts, spring and flat washers at all connecting points.
 - i) Neutral and Earth bars are to be fitted to the consumer side of the kiosk and must extend through to the incoming side.
 - j) No interconnecting cables will be allowed.
 - k) Earth and Neutral bars to be connected by means of 70mm wire (green), bolted to Unistrut.
 - l) Phase, neutral and earth bar shall be dimensioned as detailed in table 1
-

Distribution Kiosk Type	Main & Neutral Busbars			Earth Bar	
	Cross Section (mm)	Pre-drilling Requirements (Excl. Mountings) (mm diameter)		Cross Section (mm)	Pre-drilling Requirements (Excl. Mountings) (mm diameter)
		Main Busbars	Neutral Busbar		
4-Way	25 x 6 (470A)	2 x 6.5 2 x 10.5	6 x 6.5 2 x 10.5	25 x 6	6 x 6.5 2 x 10.5
6-Way	25 x 6 (470A)	3 x 6.5 3 x 10.5	9 x 6.5 3 x 10.5	25 x 6	9 x 6.5 3 x 10.5
9-Way	32 x 6 (560A)	4 x 6.5 3 x 10.5	12 x 6.5 3 x 10.5	32 x 6	12 x 6.5 3 x 10.5
12-Way	40 x 6 (680)	6 x 6.5 3 x 10.5	12 x 6.5 3 x 10.5	40 x 6	12 x 6.5 3 x 10.5

6.1 STREETLIGHT POLES

STEEL POLES

6.1.1. Poles to be designed in accordance with SABS 0214-1987 – Code of Practice for the “General Procedure and Loadings” to be adopted in the design of Buildings with the following variables:

12.1.1.1. 50 year mean return period;

12.1.1.2. Category 2, Class B structure;

12.1.1.3. Altitude: Sea level

6.1.2. Poles to be able to withstand a wind velocity of up to 150 kph. The total wind area of the pole to be calculated with a lantern wind area of 0.35m² in addition to the taper- ing projected area of the pole. All components to have a “Load factor” of greater than 1.9.

6.1.3. Poles to be constructed from pre-formed steel pipe of various sizes, welded togeth- er through reducers by means of continuous full strength butt welds – tubular stepped in sections.

6.1.4. Tubular material used to be grade 300MPa to SABS 657, with welding conforming to SABS 1200H, minimum thickness 4mm.

6.1.5. The poles and all ancillary items are to be hot dipped galvanised to SABS 763 spec- ification or finished as specified.

6.1.6. Base Plate

12.1.6.1. Planted poles must be supplied with a loose base plate of at least 300 x 300 x 4mm thick, which is attached to the pole shaft by means of 2 x (at least) M10 hook bolts.

12.1.6.2. For surface mounted poles, the size of the base plates to vary, to suit the height of the poles and luminaire configuration.

6.1.7. A single cable entry 100 x 500mm wide must be provided 400mm below ground level.

6.1.8. The planted streetlight poles to be supplied with a ground sleeve of 600mm long, ei- ther 3mm or 5mm thick or as required.

6.1.9. A hinged, sealed or flush mounted door to be supplied with the poles with various door-locking methods, i.e. hexagonal nut or Allen cap screw.

6.1.10. Single outreach arm of 2.5m. Out- reach must be fixed to the pole shaft.

6.1.11. All luminaire spigots are to be in accordance with SABS 1088-1978 “Luminaire En- tries and Spigots” with an Ø of 76mm

6.1.12 **9m round steel streetlight pole (galvanized) - Item number 214 in pricing schedule**



7.1 RESIN FILLED JOINTS

- 7.1.1. The resin filled joint kit shall comprise a self-sealing plastic mould of high mechanical strength having sufficient connector space.
- 7.1.2. The exact amount of cold hardening resin shall be provided in a two-compartment plastic bag.
- 7.1.3. The resin shall have absolute minimum shrinkage.
- 7.1.4. The mould and resin shall be completely waterproof and non-hygroscopic and shall be resistant to ultraviolet radiation.
- 7.1.5. Joint kits shall be of "SCOTCHCAST", "CELLPACK" or similar

8. INSULATION TAPE

- 8.1. Vinyl electric Insulation tape with Polyvinyl chloride (PVC) backing;
- 8.2. Super strong adhesion
- 8.3. Fade resistant; Flame retardant; Lead free; Pressure-sensitive rubber based adhesive; Compatible with solid di-electric cable insulations; Compatible with rubber and synthetic splicing compounds, as well as epoxy and polyurethane resins; Inhibits corrosion of electrical conductors; Indoor and outdoor applications; Available in black, red, white, green and yellow. Excellent resistance to abrasion, moisture, alkalis, acids, corrosion and varying weather conditions (including ultraviolet exposure);
- 8.4. The combination of elastic backing and aggressive adhesive must provide moisture-tight electrical and mechanical protection with minimum bulk; and Must be able to withstand low and high temperatures.

8.5. Black Tape

- 8.5.1. 33+ Vinyl Electrical Tape is based on polyvinyl chloride (PVC) and/or its co-polymers and has a rubber-based, pressure-sensitive adhesive.
 - 8.5.2. The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as "Flame Retardant, Cold and Sunlight Resistant."
-

8.5.3. The tape must be applicable at temperatures ranging from 0°F through 100°F (-18°C through 38°C) without loss of physical properties.

8.5.4. The tape shall be classified for use in both indoor and outdoor environments.

8.5.5. The tape shall be compatible with synthetic cable insulations, jackets and splicing compounds.

8.5.6. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 120°F (50°C).

9.6. Coloured tape

9.6.1. Tape is based on polyvinyl chloride (PVC) and/or its copolymers and has a rubber-based, pressure-sensitive adhesive.

9.6.2. The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as "Flame-Retardant."

9.6.3. The tape shall be compatible with synthetic cable insulations, jackets and splicing compounds.

9.6.4. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 122°F (50°C)

10. METER SEALS KOUGA & UNIQUE NUMBER

Adjustable length plastic seal with very narrow tail and metal insert in locking chamber. Colour **Blue** (Picture just for identification purposes)



11. METER SEALS KOUGA & UNIQUE NUMBER

SP1-Yel Quick Seal Red with unique code



12. Sterling Weatherproof Padlock

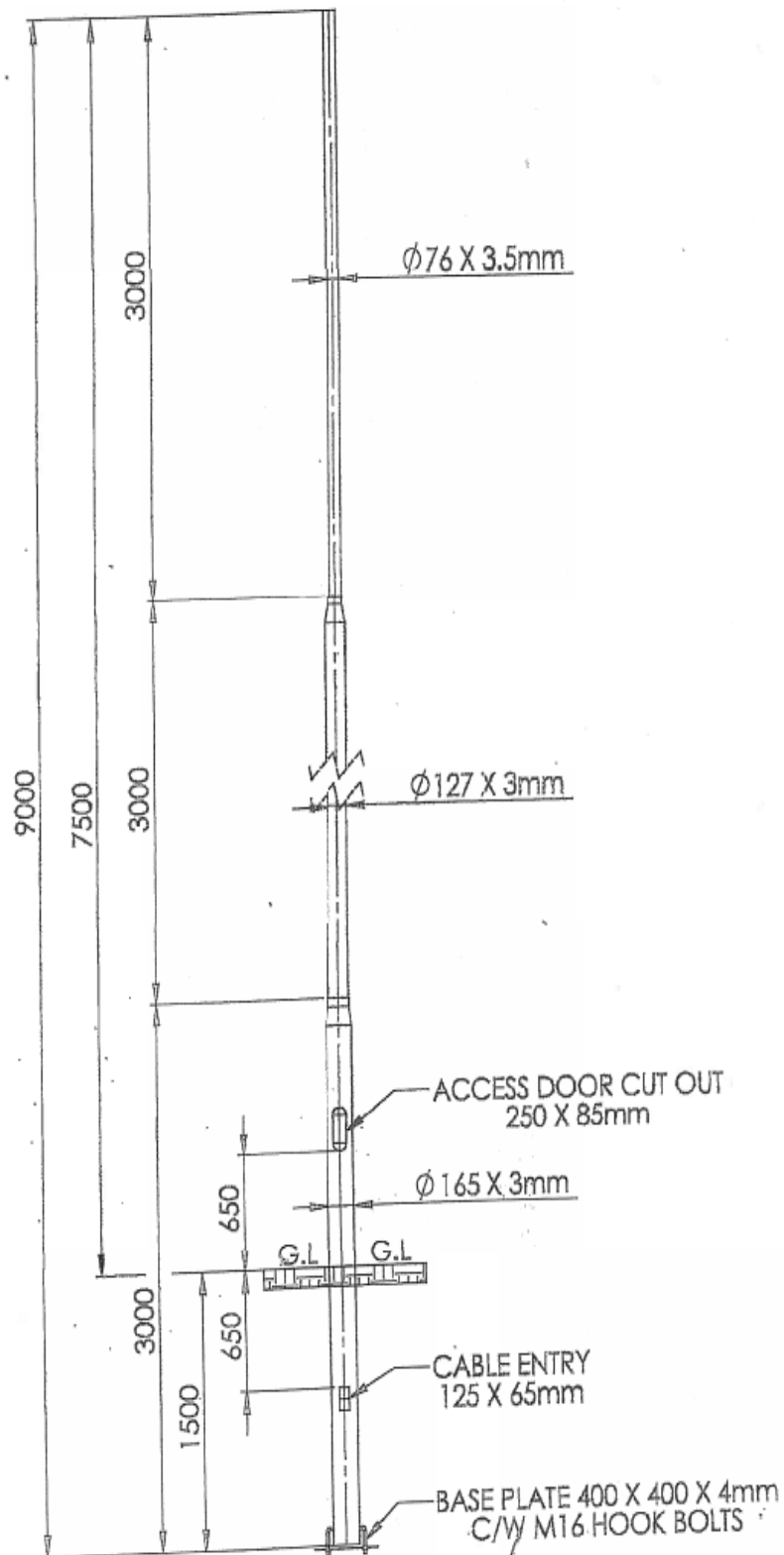
The Sterling weatherproof padlock must be for outdoors and coastal regions as the padlock is protected in a thermoplastic weatherproof jacket. Features include steel laminated body, protected hardened steel chrome plated shackle, double locking and protective cover over keyhole. Must have a 10 year guarantee.

SPECIFICATIONS

- Body Size (mm): 47H x 49W x 31D
- Clearance (mm): 18.5 Horz. x 25 Vert.
- Shackle Diameter: 8.2mm

- Laminated body
- One key fits all
- Weight: 0.3 kg.





Notice 152 of 2018 Contract S2 of 2018
Pricing schedule

Supply and Delivery of Stores Electrical Requirements for a Period Ending 30 June 2021

ITEM NO	ITEM DESCRIPTION		BRAND NAME OF PRODUCT	DELIVERY PERIOD	PRICE P/UNIT EXCL VAT	PRICE P/UNIT INCL VAT
	FERRULES COPPER					
1	4mm Copper Ferrules Crimping - LV	each				
2	16mm Copper Ferrules Crimping - LV	each				
3	35mm Copper Ferrules Crimping - LV	each				
4	50mm Copper Ferrules Crimping- LV	each				
5	70mm Copper Ferrules Crimping-LV	each				
6	95mm Copper Ferrules Crimping- LV	each				
7	120mm Copper Ferrules Crimping-LV	each				

8	240mm Copper Ferrules Crimping-LV	each				
	LUGS COPPER					
9	4mm x 10 hole Copper Lugs Crimping LowVoltage 4 core	each				
10	16mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
11	35mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
12	50mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				

13	70mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
14	95mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
15	120mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
16	150mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				
17	240mm x 12 hole Copper Lugs Crimping Low Voltage 4 core	each				

	FERRULES ALUM. (to fit 4 core cable)					
18	35mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable)	each				
19	50mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable)	each				
20	70mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable)	each				
21	95mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable)	each				

22	120mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable)	each				
23	185mm Alum. Ferrules Crimping Low Voltage (To fit 4core cable) LUGS ALUM. (to fit 4core cable)	each				
24	35mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
25	50mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
26	70mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
27	95mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
28	120mm x 12 hole Alum. Lugs (To fit 4core cable)	each				

29	150mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
30	185mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
31	240mm x 12 hole Alum. Lugs (To fit 4core cable)	each				
	BI-METAL SHEER-OFF FERRULS MV					
32	25-95mm shear off ferruls- Meduim Voltage	each				
33	95-240mm shear off ferruls- Meduim Voltage	each				
	BI-METAL SHEER OFF LUGS - MV					
34	25-95mm 13 & 17mm shear off lugs- MV (M16 lug hole)	each				
35	95-240mm 13 & 17mm shear off lugs- MV (M16 lug hole)	each				
	LINE TAPS					
36	Line Taps Copper - 16mm (Nr. 6)	each				

37	Line Taps Copper - 35mm (Nr. 2)	each				
38	Line Taps Copper - 70mm (Nr. 3)	each				
	CIRCUIT BREAKERS HYDRAULIC MAGNETIC CIRCUIT BREAKERS Preferred - CBI or SIMILAR 26mm 600-1000Volts					
39	5 Amp S/Phase C/Breaker 3kA SAM	each				
40	20 Amp S/Phase C/B SKI/G3 6kA 240 V Curve 1 orange (s/acting)	each				
41	60 Amp S/Phase C/B SKI/G3 6kA 240 V Curve 1 orange (s/acting)	each				
42	60 Amp T/Pole C/Breaker SX3/G3 Curve 1 6kA slow acting - QF	each				
43	80 Amp S/Phase circuit breaker 6kA	each				

44	80 Amp T/Pole C/B SX3/G3 Curve 1 6kA slow acting - QF	each				
45	100 Amp T/Pole C/B SX3/G3 Curve 1 6kA - QF	each				
	HYDRAULIC MAGNETIC FRAME SIZE: 105mm × 210mm					
46	125Amp T/Pole C/Breaker 6kA LV max 1000Volts	each				
47	150 Amp T/Pole C/Breaker 25kA - LV Max 1000V	each				
48	250 Amp T/Pole C/Breaker 25kA - LV Max 1000V	each				
49	20 Amp Curve 25kA fault current level - LV Max 1000V	each				

50	80 Amp Curve 25kA fault current level - LV Max 1000V	each				
51	200 Amp 25kA T/Pole C/Breaker - LV Max1000V	each				
52	250 Amp 15kA T/Pole C/Breaker - LV Max 1000V	each				
53	300 Amp T/Pole fault level 25kA	each				
54	400 Amp T/Pole fault level 25kA	each				
55	60Amp Earth Leakage Unit S/Phase 2.5kA	each				
56	60Amp Earth Leakage Unit T/Pole 2.5kA	each				

	H.T. FUSE ELEMENTS LINKS					
57	5 Amp H.T. Fuse Elements Type K -Fast Blow	each				
58	10 Amp H.T. Fuse Elements Type K - Fast Blow	each				
59	15 Amp H.T. Fuse Elements Type K - Fast Blow	each				
60	25 Amp H.T. Fuse Elements Type K - Fast Blow	each				
61	65 Amp H.T. Fuse Elements Type K - Fast Blow	each				
62	80 Amp H.T. Fuse Elements Type K - Fast Blow	each				
	STRIKER PIN FUSES					
63	40 Amp 12KV 120 EFMA 40 Striker Pin Fuse (255x65mm)	each				
64	40 Amp 12KV 120 EFMA 40 Striker Pin Fuse (360x65mm)	each				

65	60 Amp 12KV 120 EFMA 60 Striker Pin Fuse (255x65mm)	each				
66	60 Amp 12KV 120 EFMA 60 Striker Pin Fuse (360x65mm)	each				
67	80 Amp 12KV 120 HGMA 90 Striker Pin Fuse (255x65mm)	each				
68	90 Amp 12KV 120 HGMA 90 Striker Pin Fuse (360x65mm)	each				
69	10 Amp 12KV 120 HGMA 10 Striker Pin Fuse (255x65mm)	each				
70	10 Amp 12KV 120 HGMA 10 Striker Pin Fuse (360x65mm)	each				

71	20 Amp 12KV 120 HGMA 20 Striker Pin Fuse (255x65mm)	each				
72	20 Amp 12KV 120 HGMA 20 Striker Pin Fuse (360x65mm)	each				
73	25 Amp 12KV 120 HGMA 25 Striker Pin Fuse (255x65mm)	each				
74	25 Amp 12KV 120 HGMA 25 Striker Pin Fuse (360x65mm)	each				
	DW-CEF FUSSES STRIKER PIN (442x65mm)					
75	CEF 50Amp Fuse MV	each				
76	CEF 80Amp fuse MV	each				
	J TYPE HRC FUSES & CUT OUT FUSE					

77	100 Amp HRC fuse (fixing centre (mm) 82.5)	each				
78	160 Amp HRC fuse (fixing centre (mm) 82.5)	each				
79	200 Amp HRC fuse (fixing centre (mm) 82.5)	each				
80	250 Amp HRC fuse (fixing centre (mm) 82.5)	each				
81	315 Amp HRC fuse (fixing centre (mm) 82.5)	each				
82	355 Amp HRC fuse (fixing centre (mm) 82.5)	each				
83	400 Amp HRC fuse (fixing centre (mm) 82.5)	each				
84	500 Amp HRC fuse (fixing centre (mm) 92.5)	each				

	DROP-OUT FUSE UNITS- CREEPAGE 750mm 27kA					
	COMPLETE WITH FUSE TUBE ASSEMBLY AND BRACKET					
85	JCX360 12-24KV Cut out fuse 100 Amp	each				
86	JCX360 12-24KV Cut out fuse 200 Amp	each				
	CABLE GLANDS Glands must bear the SABS/SANS 1213 mark					
87	NO. 0 Armoured cables Indoor @ Outdoor	each				
88	NO. 1 Armoured cables Indoor @ Outdoor	each				
89	NO. 2 Armoured Cables Indoor @ Outdoor	each				
90	NO. 3 Armoured cables Indoor @ Outdoor	each				
91	NO. 4 Armoured cables Indoor @ Outdoor	each				

92	NO. 5 Armoured cables @ Outdoor	each				
	11KV PILC HEATSHRINK JOINTS (ESKOM SPEC) WITH SHEAR - OFF FERRULES					
93	11KV PILC Inline Joint Kit for 16mm-50mm	each				
94	11KV PILC Inline Joint Kit for 50mm-95mm	each				
95	11KV PILC Inline Joint Kit for 120mm-185mm	each				
96	11KV PILC Inline Joint Kit for 185mm-400mm	each				
97	24kv Screened 3Core Paper Insulated Joint Kit XLP 16-50mm	each				
98	24kv Screened 3Core Paper Insulated Joint Kit XLP 50-95mm	each				
	JOINT KITS					

99	Joint Kit 1.5mm - 4mm	each				
100	Joint Kit 10mm - 16mm	each				
101	Joint Kit 16mm - 35mm	each				
102	Joint Kit 50mm - 95mm	each				
103	Joint Kit 120mm - 150mm	each				
	LAMPS					
104	11 Watt B.C. Energy Saving Lamp - Cool white	each				
105	11 Watt E.S Energy Saving Lamp - Cool white	each				
106	15 Watt B.C. Energy Saving Lamp - Cool white	each				
107	15 Watt E.S Energy Saving Lamp - Cool white	each				

109	125 Watt BEC Mercury Vapour lamp E27	each				
110	250 Watt / 542 E40 HG Mercury Vapour Lamp	each				
111	250 Watt / E40 High Pressure Sodium " T " GES Lamp	each				
112	400 Watt HPS Son T lamp	each				
113	LED PAR38 E.S Lamp E27	each				
114	160 Watt Mercury Vapour	each				
115	1000 Watt HPS Tubular lamp without Internal igniter	each				
116	1000 Watt HPS Tubular lamp with internal igniter	each				
117	1000 Watt SON "E" ES Lamp	each				

118	5ft 58 Watt Energy Saver Cool White Tube	each				
119	1000Watt Metal Halid lamps	each				
	WEATHERPROOF PAD LOCKS					
120	49mm Sterling Weatherproof Padlock with hardened steel chrome plated shackle (One key fits All) (Note:- One key fits for Yellow lock and One key fits on blue lock) (see attached specifications at point 12)	each				
	LAMP FITTINGS					
121	5FT. DBLE Flourescent Fitting (Electronic Ballast)- Narrow Body	each				
122	5ft Decorative Fluorescent Double fitting	each				
123	250 Watt Mercury Vapour Side Entry Fitting	each				
124	250 Watt Sodium (Son) Side Entry Fitting (see attached specifications at 2.2 for 250 Watt fittings)	each				
125	125w Streetlight fitting Mercury Vapour-side entry (see attached specifications at point 5.1 for Streetlight fitting)	each				
126	125w Post - Top fitting Mercury Vapour (see attached specifications at point 4.1 for Posttop fitting)	each				

127	LED Lume Maxi 128LED/300w (Specifications Par. B 5.4)	each				
128	LED Lume Maxi 96LED/156W (Specifications Par. B 5.4) (see attached specification at points 3.1 for LED lights)	each				
129	40 uF Capacitors; 50Hz; 250Vac	each				
130	1000 Watt Ballast HPS 230V;10,3A; 50Hz	each				
131	1000 W Ignitors 3,5- 5kV;10.3A;230V	each				
132	Flourescent Starters 4-58 Watt	each				
133	16 Amp 240V ITI 3 Pin Flushmount Daylight Switch	each				
134	25 Amp National 240V Daylight Switch	each				

135	25Amp Streetlight Contactors 3phase 240/400V Magnetic 50/60Hz	each				
	SURGE ARESTORS, HOLDERS & LINKS					
136	Surge Arestors 12KV Sillicon Rubber 10KA	each				
137	Surge Aresstors 24KV Sillicon Rubber 10KA	each				
138	22KV Sillicon Rubber Drop Out Fuse Holder & Link ; 250A coastal specification Creepage 750mm; 27kA	each				
139	22KV Fuse Link compatable for 750mm creepage dropout units	each				

	METER SEALS KOUGA UNIQUE NUMBER					
140	Quick seal red with unique number and Kouga	each				
141	Adjustable seal with narrow tail Kouga and uniques number (refer to attached pictures at point 10 and 11)	each				
	GENERAL ELECTRICAL GOODS					
142	6 Amp Fuse Holder N5	each				
143	Float Switch Mercuryball Type 13 mtr	each				
144	CRC 2/26 Spray 400ml	each				
145	TECTYL 506 Spray 400ml	each				
146	Silicon Spray 400ml	each				

147	Band IT S/S Strapping 3/4" x 30m Heavy Duty	Roll				
148	Band IT Buckles 3/4"	p/100				
149	Denzo Tape 50mm	Roll				
150	3M Scotch Electrical Tape (Scotch 23) 19mm x 9m	each				
151	Scull & Crossbone detector tape 150mm x 500m Colours:- Red writing on yellow background	Roll				
152	3M Scotchfil Electrical Insulation Putty Tape 3.8mm x 1.5m	each				

153	PVC Elec.Insulating. Tape Flame Retardant 0.18mmx18mmx20m	each				
154	Cable Ties 198 x 4.7mm (pack of 100)	p/pack				
155	Cable Ties 396 x 8mm (pack of 50)	p/pack				
156	Hacksaw Blades 32P 250mm	each				
157	Single phase Plugtops	each				
158	Double Industrial Socket 250V - 16amp	each				
159	Almin Splice joints (Fargo joints) 35mm	each				
160	Hare Spices (Fargo Joints) 70mm Alum.	each				

161	Pine Splice joints (Fargo joints)	each				
162	D - Schackles Straight	each				
163	Airdac Strain Clamp 10-16mm 1000V Thermo Plastic	each				
164	Suspension Assembly 1000V Cast Aluminium & Thermo Plastic (Suspension Assembly for ABC)	each				
165	Strain Assembly 1000V Cast Aluminium & Plastic	each				
166	Electrical Working Gloves 1KV SABS SIZE 10	pair				
167	Floatless Relay FLRP 301 11 Pin	each				

168	5 kv Contactor with coil to match	each				
169	Size LCI Contactor Kit 220/400V Coil	each				
170	Wall Anchors 6mm x 55.5 mm	each				
171	Pigtail Screws 140mm weight 0.076 kg SAP nr 0163765	each				
172	Piercing connectors Type PC2-1 Main Cond. (mm ²) 16-95 Tap Cond.(mm ²) 4-35	each				
173	PVC Strip connector blocks 16Amp	each				
174	Piercing connectors Type PC3WP1CF Main Cond. (mm ²) 25-95	each				

	Tap Cond.(mm ²) 25-95					
175	Porcelain insulators (line post 22kv & 33kv - min 12.5kn)	each				
176	Galvanise Adjustable stayrod with base plate (m20 x 2.4m) base plate size - 450 x 450 x 5mm	each				
177	Guy Grips (top) double wrap	each				
178	Guy Grips (bottom) Single wrap	each				
179	Electrical Cleaner 20l. - non flammable	each				
180	PG Clamp 2 Bolt Bi-Metal Gold Type 70mm	each				
181	16mm Threaded Rods (1m lenghts, m20 nuts and washers)	each				

182	16mm Nuts	each				
183	16mm Steel Flat Washers	each				
184	20mm Threaded Rods (1m lengths,m20 nuts and washers)	each				
185	20mm Nuts	each				
186	20mm Steel Flat Washers	each				
	KWH METERS SABS / SANS APPROVED					
187	3 Phase Four-Wire KWH 40 - 100 Amp Meter(Type Sam-4,3x20(80) A,3X220/380V,50Hz,50r/kW-h	each				
188	Single Phase Two Wire KWH 80 Amp Meter (230V,20(80)A,50Hz, 150r/kW-h	each				
	READY BOARD SABS APPROVED					

189	Readyboard with 3 x 16 Amp Plug Sockets, 1 X 6 Amp Euro Socket, 1 x Switch Bulkhead and 1 x QA17C 63Amp earth leakage, 2 x QA-1 (13) 20Amp Circuit Breaker	each				
	INSULATED BOOTS FOR INDOOR ENCLOSURES					
190	Boots: Flexable Elastomeric Insulated Bushing Boot 17. 5kV RCAB 4120 (46-70mm)	each				

191	RCAB or RICS Boots 3133 flexable boots	each				
	POLYETHYLENE /GLASS FIBRE ENCLOSURES					
192	4 Way Polyethylene Type 4W with double door.Box size ± 800 x 600 x 370mm Fire Board size 500 x 480mm. Hinges Heavy Duty non Ferrous. Frame Galv. Steel with drilled Gland plate. Busbars copper mounted on fibre insulators base size 600 x 400 x 500 wiring 3 x 60 Amp. Curve 1 WITH 16mm PVC wire from busbars to L/B to meter entry. L & N driller holes for service cable (16mm x 2) back entry. Anti vandalism lock	each				
193	6 Way double door Polyethylene kiosk with anti vandalism lock with copper busbars and blank mounting board (back to back)	each				
194	9 Way double door Polyethylene kiosk with anti vandalism lock with copper busbars and blank mounting board (back to back)	each				
195	12 Way double door Polyethylene kiosk with anti vandalism lock	each				

	with copper busbars and blank mounting board (back to back) (see attached specifications at point 5.3 for all Kiosk)					
196	Stubby Type B5 "Aluex" type or similar busbars copper back with neutral & earthbar front. C/B rail under top lid (no C/B & wiring) Glandplate front holes for 15 x No. 2 Glands. Glandplate back holes for 3 x No. 4 Glands Colour grey or green.	each				
197	Stubby Type C1 " Aluex" Type 6 Way busbars back C/B 3X 80 Amp SF1/G3 Curve 1 under top lid plus wiring L & N TO 3 X 80 Amp KWH meters (no meters to be supplied). Glandplate back holes for 3 x No 4 Glands and 3 x No 3 Glands glandplate front holes for 8 x No 2 Glands holes drilled for mount of 6 x 80 Amp KWH GEC type or similar . 6 x Ready holes colour grey and padlock lockable.	each				
	HEATSHRINK 11 KV MV TERMINATIONS					
198	Heatshrink 11KV HT Termination kit 35-70mm (indoor) 650 tails	each				
199	Heatshrink 11KV HT Termination kit 35 -70mm (outdoor) 1000 tails	each				
200	Heatshrink 11KV HT Termination kit 50-95mm (indoor) 650 tails	each				

201	Heatshrink 11KV HT Termination kit 50 - 95mm (outdoor) 1000 tails	each				
202	Heatshrink 11KV HT Termination kit 120-185mm (indoor) 650 tails	each				
203	Heatshrink 11KV HT Termination kit 120-185mm (outdoor)650 tails	each				
204	Heatshrink 11kV HV Termination kit 185-240mm (indoor)650 tails	each				
205	Heatshrink 11kV HV Termination kit 185-240mm (outdoor) 1000tails	each				
206	24kV Screened XLP cable 3Core Paper insulated termination kit 16-50mm (outdoor)	each				
207	24kV Screened XLP cable 3Core Paper insulated termination kit 50-95mm (outdoor) (see attached specification at point 1.1 and to be completed by bidder)	each				
	INSULATORS					
208	24 KV Pin Insulators	each				
209	24 KV Longrods Silicon insulators creepage 600mm	each				
210	33 kV Pin Insulators	each				

211	33 KV Longrods Silicon Insulators creepage 900mm	each				
212	66kV Longrod Silicone Insulator Clevis tongue 2380mm creepage	each				
	STREETLIGHT POLES Pricing must include offloading of all streetlight poles					
213	Complete Streetlight Steel Poles (Round), Hot Dip Galvanized, 9m (coastal spec) with fix 2.5m gooseneck. (see attached specifications at 6.1 and picture of streetlight Pole)	each				
214	9 m Streetligh Steel Pole without gooseneck - round, Hot Dip Galvanized with baseplate 400 x 400 x 4mm C/W M16 hook bolts (see attached diagram)	each				
215	9m wood transmission pole (Head 160mm to 180mm)	each				
216	11m wood transmission pole (Head 180mm to 220mm)	each				

DELIVERY PERIOD.....IN DAYS/WEEKS

NAME OF TENDERER: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

FORM OF OFFER AND ACCEPTANCE - COMPULSORY

NOTICE NO: 152/2018 CONTRACT S2/2018 **SUPPLY AND DELIVERY OF STORES ELECTRICAL REQUIREMENTS**

1. I hereby undertake to render services/goods described in the attached bidding documents to Kouga Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number: S2/2018** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate / Tax compliance Status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

 5. **The offered total of the Prices for the Supply and Delivery of Stores Electrical Requirement to Kouga Local Municipality on page Fourty Three to Seventy Five (43-75) inclusive of Value Added is correct.**

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

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

NAME (PRINT)		WITNESSES 1
CAPACITY		
SIGNATURE		
NAME OF FIRM		
DATE		

ACCEPTANCE

TO BE COMPLETED BY THE ACCOUNTING OFFICER OF KOUGA MUNICIPALITY

By signing this part of the Form of Offer and Acceptance Kouga Municipality accepts the tender offer. This acceptance of this offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this document. By signing this form of offer and acceptance it constitutes a legal and binding contract between Kouga Municipality and the tenderer.

NAME (PRINT)		WITNESSES 3
CAPACITY		
SIGNATURE		

.

DECLARATION OF INTEREST- COMPULSORY

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company(Director, trustee, shareholder).....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all the directors/ trustees/shareholders member, 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**

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

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

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.

3.8.1 If yes, furnish particulars.....

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

3.9.1 If yes, furnish particulars.

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

3.10.1If 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?

3.11.1If yes, furnish particulars

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

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in 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 (applicable of employed by government (state))

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

- a) 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;
or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
-

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

Compulsory Format for Sworn Affidavit – Only to be used by QSE's and EME's

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – COMPULSORY IF APPLICABLE

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

- 3.** Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION – COMPULSORY IF APPLICABLE

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - COMPULSORY

- 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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION - COMPULSORY

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NOTICE S2 OF 2018:
SUPPLY AND DELIVER OF STORES ELECTRICAL REQUIREMENTS FOR A
PERIOD ENDING 30 JUNE 2021

(Bid Number and Description)

in response to the invitation for the bid made by:

KOUGA MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf
 of: _____ that:
 (Name of Bidder)

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

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

KOUGA MUNICIPALITY**Attach resolution re authority of signatory****AUTHORITY FOR SIGNATORY**

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on

Mr/Ms

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

.....

.....

.....

SIGNED OF BEHALF OF COMPANY:.....

IN HIS CAPACITY AS:

SIGNATURE OF SIGNATORY:.....

COMPANY STAMP:

INDEMNITY AGREEMENTS**SUPPLIER**

"I the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of deliveries and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED:

DATE:.....

WITNESS:

DATE:

WITNESS:.....

DATE:

JOINT VENTURE DECLARATION

Only to be completed if applicable

Submit your Joint Venture Agreement together with this annexure.

Section 1: Name of each enterprise: _____ Address of each enterprise: _____ _____ _____	
Section 2: VAT registration number(s), if any:	
Section 3: CIDB registration number(s), if any:	
Section 4: Has a original valid Tax Clearance Certificate been submitted by each enterprise? YES ☐ NO ☐	
Section: 5 Percentage equity ownership by black persons (no franchise prior to elections).	%
Section: 6 Percentage equity ownership by women.	%
Section: 7 Percentage equity ownership by a person who has a disability.	%
Section: 8 Percentage of the contract value managed or executed by the HDI member.	%

SIGNED ON BEHALF OF TENDERER

KOUGA MUNICIPALITY**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Kouga Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

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

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: A municipal billing certificate must be submitted. If the entity or rents / leases premises, a copy of the rental/lease agreement must be submitted with this tender. Please refer to Instruction Page 3 of this document.

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	---

KOUGA MUNICIPALITY
NOTICE NO: 152/2018 CONTRACT S2/2018: SUPPLY AND DELIVERY OF
STORES ELECTRICAL REQUIREMENTS

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer must insert in the space provided below, a list of work (goods supplied) similar in nature to this Contract, completed by him/her during the past five years, or work presently being performed by his/her firm:-

Employer (Name, Tel No.)	Contact Person	Contact Telephone & E-mail	Value of Work	Year Completed

SIGNED OF BEHALF OF THE TENDERER:

KOUGA MUNICIPALITY SUPPLIER DATABASE INFORMATION – PLEASE COMPLETE IF NOT UPDATED OR LISTED ON MUNICIPAL SUPPLIER DATABASE

1. BUSINESS PARTICULARS:

1.1 Name of Business as registered with the Registrar of Companies / Close Corporations (Legal Name)

.....

1.2 Name of business used for TRADING purposes, if different from 1.1 or name of business if business is not registered with the registrar (Trading Name)

.....

1.3 Registration Number as registered with the Registrar of companies / close corporations (if applicable) **OR** identity number if sole proprietor

.....

1.4 Postal Address

.....

.....

.....

Postal Code:

Physical Address

.....

.....

.....

Postal Code:.....

Telephone Number: (.....) Fax No: (.....)

E-mail Address

.....

1.5 Contact Person for database and tenders

Contact name:

Cell Number:

Email address:

Telephone: (.....)

2. BANKING DETAILS - An original (signed and stamped) bank letter from the bank not older than three months, or an original cancelled cheque must be supplied. Also the account holder must match the trading name of the organization.

2.1 Name of banking institution:

2.2 Branch Name:

2.3 Branch Code:

2.4 Town / City:

2.5 Banking account number:

2.6 Account type:

2.7 Account Holder (Name under which account is operated)

3. COMMODITIES AND SERVICE PROVIDED

In order to identify your organization as a potential service provider, types of commodities or services rendered have to be classified.

<u>SECTOR CODE</u>	<u>SECTOR</u>	PLEASE TICK (✓)
SCM1	Agriculture	
SCM2	Mining and Quarrying	
SCM3	Manufacturing	
SCM4	Construction	
SCM5	Retail and Motor Trade	
SCM6	Catering, Accommodation	
SCM7	Transport and Storage	
SCM8	Finance and Business services	
SCM9	Repair /allied Services	
SCM10	Communications	
SCM11	Other trade	
SCM12	Community and Social Services	
SCM13	Personnel Services	

Please specify the appropriate commodity or service that your organization provides as well as the area of supply.

SERVICE	AREA WHERE SERVICE CAN BE RENDERED

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

PRODUCTS	AREA WHERE PRODUCTS CAN BE SOLD

*IF MORE SPACE IS NEEDED TO SPECIFY SERVICES PLEASE ADD A PAGE

4. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I / WE, THE UNDERSIGNED, WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE ANNEXURE/S WITH ADDITIONAL INFORMATION, IS CORRECT AND ACCURATE AND ACKNOWLEDGES THAT:

1. The supplier will be required to furnish documentary proof of the claims, if requested to do so.
2. If the information supplied is found to be incorrect then the KLM may, in addition to any remedies it may have:
 - (i) Disqualify the supplier/ contractor for a particular tender/contract/project it may be considered for, or which had been awarded to the supplier / contractor;
 - (ii) Recover from the supplier / contractor all costs, losses or damages incurred or sustained by the KLM as a result of breach of the contract;
 - (iii) Cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation; and /or
 - (iv) De-register the supplier registered on the Supplier Database.

SIGNED ON THIS DAY OF 20..... AT

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE

.....

NAME IN BLOCK LETTERS

.....

IN HIS/HER CAPACITY AS

ON BEHALF OF THE (SUPPLIER'S NAME)

5. DECLARATION OF INTEREST

1. No application will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may submit a database application. In view of possible allegations of favouritism, should the resulting registration, award 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:

3.2 Identity Number:

3.3 Position occupied in the Company (Director, trustee, shareholder).....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all the directors/ trustees/shareholders member, 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**

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

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

3.8.1 If yes, furnish particulars

.....
.....

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

3.9.1 If yes, furnish particulars.

.....
.....

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

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

principal shareholders or stakeholders in the service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in 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

.....

Authoring Signature

.....

Date

.....

Full name

.....

Capacity

.....

Witness

.....

Witness

Commissioner of Oaths

6. Undertaking

by

.....

(the "Supplier")

vis a vis the

Kouga Local Municipality

("KLM")

WITH THIS FORM PLEASE ATTACH A LATEST MUNICIPAL BILLING CERTIFICATE FOR THE BUSINESS PREMISES AND ALSO FOR ALL THE DIRECTORS, MEMBERS OR OWNERS OF THE BUSINESS. IF OFFICE PREMISES ARE BEING RENTED PLEASE ATTACH COPY OF LEASE AGREEMENT.

Whereas:

- (a) the Supplier delivers or renders services to KLM;
- (b) KLM is liable to pay the Supplier for goods delivered or services rendered; and
- (c) the Supplier is liable **to pay KLM or relevant Local Authority** any due municipal rates and taxes or municipal service charges and any other indebtedness **owed by the Supplier to the KLM or relevant Local Authority.**

Now therefore the Supplier undertakes the following:

1. In the event of the Supplier being in arrears in respect of any municipal rates and taxes, municipal services charges, or any other indebtedness owed by the Supplier to the relevant Local Authority; which is / are due:
 - 1.1 the Supplier shall make satisfactory and reasonable written settlement arrangements with the KLM or relevant Local Authority for the payment thereof; and
 - 1.2 failing which, the KLM may set-off any such due indebtedness owed by the Supplier to the KLM from any amount owed by the KLM to the Supplier;
2. To co-operate with the KLM and to do all things and sign all such documents (and / or procure same to be done) as may be necessary or requisite in order to give proper and due effect to the terms of this undertaking or any matter arising there from in accordance with its intent and purpose;
3. No extension of time or indulgence granted by the KLM shall be deemed in any way to affect, prejudice or derogate from its rights in any respect in terms of this undertaking, nor shall it in anyway be regarded as a waiver of the KLM's rights hereunder; and
4. The Supplier shall not be entitled to cede any of its right's nor delegate any of its obligations in terms of this undertaking to any other person without the prior written consent of the KLM.

Thus done and signed by the Supplier at on 20
.....

.....

(The Supplier) duly authorized

.....

Witness