



**TENDER NO.: SC 1858/2018**

**SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT PERIOD  
ENDING 30 JUNE 2020**

**PROCUREMENT DOCUMENT**

|   |   |
|---|---|
| <b>NAME OF BIDDER:</b>                        |   |
| <b>Total Bid Price<br/>(Inclusive of VAT)</b> | <b><i>REFER TO PRICING SCHEDULE ON PAGES 76 TO 84</i></b> |

**FEBRUARY 2018**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**JC van der Merwe**  
**SCM Practitioner: Stores**  
Tel. Number: **028 313 5027**

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

| TENDER DETAILS         |   |  |               |       |             |     |
|------------------------|---|--|---------------|-------|-------------|-----|
| TENDER NUMBER:         | SC1858/2018   |  |               |       |             |     |
| TENDER TITLE:          | SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT PERIOD ENDING 30 JUNE 2020 |  |               |       |             |     |
| CLOSING DATE:          | 2018/03/23  |  | CLOSING TIME: | 12H00 |             |     |
| SITE MEETING:          | DATE:   | 2018/03/07   | TIME:         | 11H30 | COMPULSORY: | YES |
| SITE MEETING ADDRESS:  | AUDITORIUM, OVERSTRAND MUNICIPALITY, HERMANUS                                     |  |               |       |             |     |
| CIDB GRADING REQUIRED: | NO  | LEVEL AND CATEGORY:  |               | N/A   |             |     |
| BID BOX NO:            | 3   | SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus.<br>The bid box is generally open 24 hours a day, 7 days a week. |               |       |             |     |
| OFFER TO BE VALID FOR: | 90  | DAYS FROM THE CLOSING DATE OF BID.   |               |       |             |     |

| TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender) |  |                 |  |
|---|--|-----------------|--|
| NAME OF TENDERER:   |  |                 |  |
| NAME OF CONTACT PERSON:   |  |                 |  |
| PHYSICAL ADDRESS:   |  | POSTAL ADDRESS: |  |
|   |  |                 |  |
|   |  |                 |  |
| TELEPHONE NO:   |  | FAX NO.         |  |
| E-MAIL ADDRESS:   |  | CELL NO.        |  |

|  |  |
|--|--|
| DATE:                                    |  |
| SIGNATURE OF TENDERER:                   |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED: |  |

| PLEASE NOTE: |   |
|--------------|---|
| 1.           | Tenders that are deposited in the incorrect box will not be considered.           |
| 2.           | Tender box deposit slot is 28cm x 2.5cm.  |
| 3.           | Mailed, telegraphic or faxed tenders will not be accepted.                        |
| 4.           | If the bid is late, it will not be accepted for consideration.                    |
| 5.           | Bids may only be submitted on the Bid Documentation provided by the Municipality. |

| ENQUIRIES MAY BE DIRECTED TO:                                       | CONTACT PERSON   | TEL. NUMBER  |
|---|------------------|--------------|
| 1. TECHNICAL ENQUIRIES  | JC van der Merwe | 028 313 5027 |
| 2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS | A Moore          | 028 313 8974 |
|   | L du Preez       | 028 313 8147 |

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NUMBER**

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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

## 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

|     |  |     |  |    |  |
|-----|--|-----|--|----|--|
| 1.  | <b>Certificate of Clarification Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?  | Yes |  | No |  |
| 2.  | <b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?  | Yes |  | No |  |
| 3.  | <b>Tax Clearance Certificate</b> - Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?  | Yes |  | No |  |
| 4.  | <b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?  | Yes |  | No |  |
| 5.  | <b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed?<br>Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?   | Yes |  | No |  |
| 6.  | <b>MBD 6.2</b> (Local content declaration) - Is the form duly completed and signed?  | Yes |  | No |  |
| 7.  | <b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?   | Yes |  | No |  |
| 8.  | <b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?   | Yes |  | No |  |
| 9.  | <b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed?<br>Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? | Yes |  | No |  |
| 10. | <b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?   | Yes |  | No |  |
| 11. | <b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed?<br>Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?   | Yes |  | No |  |
| 12. | <b>Indemnity</b> - Is the form duly completed and signed?  | Yes |  | No |  |
| 13. | <b>Specifications</b> - Is the form duly completed and signed?   | Yes |  | No |  |
| 14. | <b>Pricing Schedule</b> - Is the form duly completed and signed?   | Yes |  | No |  |
| 15. | <b>MBD 7.1</b> (Contract form – Goods/Works) - Is the form duly completed and signed?  | Yes |  | No |  |
| 16. | <b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed?<br>Are <b>ALL</b> the supporting documents attached?  | Yes |  | No |  |

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1858/2018****SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT  
PERIOD ENDING 30 JUNE 2020**

Tenders are hereby invited for the **Supply and delivery of Electrical Items for a contract period ending 30 June 2020.**

Tender documents, in English, are obtainable from **Monday, 19 February 2018**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus from Ms Rita Neethling; Tel. 028 313 8064, between 08h30 and 15h30 upon payment of a **tender participation fee of R177-02 per set**. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed tenders, with “**Tender No. SC1858/2018:Supply and delivery of Electrical Items for a contract period ending 30 June 2020**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

Only locally produced or locally manufactured Electricity Meters with a stipulated minimum threshold of 70% and Street Light Steel Poles with a stipulated minimum threshold of 100%, for local production and content will be considered.

A **compulsory information session** will be held at **11H30** on **Wednesday, 07 March 2018**, at the **Auditorium, Overstrand Municipality, Hermanus**.

The **closing** date and time of the tender is on **23 March 2018** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **JC van der Merwe** at telephone number: **028 313 5027**.

MUNISIPALITEIT



MUNICIPALITY

### 3. CLARIFICATION MEETING CERTIFICATE

I / We\*, the undersigned, certify that I / we\* have examined the Site for the Works and its surroundings for which I / we\* am / are\* submitting this bid and have, as far as practicable possible, familiarized myself / ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* bid .

\* Delete whichever is inapplicable

|                |  |           |  |
|----------------|--|-----------|--|
| NAME & SURNAME |  |           |  |
| CAPACITY       |  |           |  |
| NAME OF FIRM   |  |           |  |
| ADDRESS        |  |           |  |
|                |  |           |  |
|                |  |           |  |
| TELEPHONE NO   |  | FAX NO:   |  |
| E-MAIL         |  | SIGNATURE |  |

|   |  |
|---|--|
| SIGNED FOR AND ON BEHALF OF<br><b>OVERSTRAND MUNICIPALITY</b> |  |
| NAME AND SURNAME  |  |
| DATE  |  |

**4. AUTHORITY TO SIGN A BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

|   |                               |  |  |
|---|-------------------------------|--|--|
| 1 | Company (Pty) Ltd. & Ltd.     |  | Please complete <b>section 1</b> below |
| 2 | Close Corporation (CC)        |  | Please complete <b>section 2</b> below |
| 3 | Sole Proprietor               |  | Please complete <b>section 3</b> below |
| 4 | Partnership                   |  | Please complete <b>section 4</b> below |
| 5 | Consortium, Club, Trust, etc. |  | Please complete <b>section 5</b> below |
| 6 | Joint Venture                 |  | Please complete <b>section 6</b> below |

**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

|  |     |            |    |
|--|-----|------------|----|
| Date resolution was taken                          |     |            |    |
| Resolution signed by (name and surname)            |     |            |    |
| Capacity   |     |            |    |
| Name and surname of delegated authorised signatory |     |            |    |
| Capacity   |     |            |    |
| Specimen signature                                 |     |            |    |
| Full name and surname of ALL director(s)           |     |            |    |
|  |     |            |    |
|  |     |            |    |
|  |     |            |    |
| Is a copy of the resolution attached?              | YES |            | NO |
| SIGNED ON BEHALF OF COMPANY / CC:                  |     | DATE:      |    |
| PRINT NAME:  |     |            |    |
| WITNESS 1:   |     | WITNESS 2: |    |



## 2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

### PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

|   |     |            |    |
|---|-----|------------|----|
| Date resolution was taken                             |     |            |    |
| Resolution signed by (name and surname)               |     |            |    |
| Capacity  |     |            |    |
| Name and surname of delegated authorised signatory    |     |            |    |
| Capacity  |     |            |    |
| Specimen signature                                    |     |            |    |
| Full name and surname of ALL director(s) / member (s) |     |            |    |
|   |     |            |    |
|   |     |            |    |
|   |     |            |    |
| Is a copy of the resolution attached?                 | YES |            | NO |
| SIGNED ON BEHALF OF COMPANY / CC:                     |     | DATE:      |    |
| PRINT NAME:   |     |            |    |
| WITNESS 1:  |     | WITNESS 2: |    |

## 3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

|             |  |            |  |
|-------------|--|------------|--|
| SIGNATURE:  |  | DATE:      |  |
| PRINT NAME: |  |            |  |
| WITNESS 1:  |  | WITNESS 2: |  |

#### 4. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_  
hereby authorize Mr / Ms \_\_\_\_\_ to sign this bid as well as any  
contract resulting from the bid and any other documents and correspondence in connection with this bid  
and /or contract for and on behalf of the abovementioned partnership.

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

| Full name of partner |  | Signature |  |
|----------------------|--|-----------|--|
|                      |  |           |  |
|                      |  |           |  |
|                      |  |           |  |

|                                  |  |            |  |
|----------------------------------|--|------------|--|
| SIGNED ON BEHALF OF PARTNERSHIP: |  | DATE:      |  |
| PRINT NAME:                      |  |            |  |
| WITNESS 1:                       |  | WITNESS 2: |  |

#### 5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
(Name of entity) to act as lead consortium partner and further authorize Mr / Ms \_\_\_\_\_  
to sign this offer as well as any contract resulting from this bid and any other documents and  
correspondence in connection with this bid and / or contract for and on behalf of the consortium.

**The following particulars in respect of each consortium member must be provided and must be signed by each member:**

| Full Name of consortium member | Role of consortium member | % Participation | Signature |
|--------------------------------|---------------------------|-----------------|-----------|
|                                |                           |                 |           |
|                                |                           |                 |           |
|                                |                           |                 |           |

|                                  |  |            |  |
|----------------------------------|--|------------|--|
| SIGNED ON BEHALF OF PARTNERSHIP: |  | DATE:      |  |
| PRINT NAME:                      |  |            |  |
| WITNESS 1:                       |  | WITNESS 2: |  |

## 6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_

authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_

acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

### 1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

|              |  |             |  |
|--------------|--|-------------|--|
| Name of firm |  |             |  |
| Address      |  |             |  |
|              |  | Tel. No.    |  |
| Signature    |  | Designation |  |

### 2. 2<sup>nd</sup> PARTNER

|              |  |             |  |
|--------------|--|-------------|--|
| Name of firm |  |             |  |
| Address      |  |             |  |
|              |  | Tel. No.    |  |
| Signature    |  | Designation |  |

### 3. 3<sup>rd</sup> PARTNER

|              |  |             |  |
|--------------|--|-------------|--|
| Name of firm |  |             |  |
| Address:     |  |             |  |
|              |  | Tel. No.    |  |
| Signature    |  | Designation |  |

### 4. 4<sup>th</sup> PARTNER

|              |  |             |  |
|--------------|--|-------------|--|
| Name of firm |  |             |  |
| Address:     |  |             |  |
|              |  | Tel. No.    |  |
| Signature    |  | Designation |  |

**NOTE:** A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

## 5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## 4. STANDARDS

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

## 5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. PATENT RIGHTS

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

## 7. PERFORMANCE SECURITY

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

## 8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. 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.

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

## 10. DELIVERY

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

## 11. INSURANCE

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

## 12. TRANSPORTATION

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

## 13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. 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.

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#### 14. SPARE PARTS

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
- 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2. 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

#### 17. PRICES

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

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## 18. VARIATION ORDERS

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

## 19. ASSIGNMENT

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

## 20. SUBCONTRACTS

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

## 21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

## 22. PENALTIES

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:
  - 23.1.1. 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;

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- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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.

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**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**

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

**27. SETTLEMENT OF DISPUTES**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

**28. LIMITATION OF LIABILITY**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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**

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**

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

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**31. NOTICES**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. TAXES AND DUTIES**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. PROHIBITION OF RESTRICTIVE PRACTICES.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*

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## 6. GENERAL CONDITIONS OF TENDER

### 1. GENERAL

- 1.1. All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
  - 1.1.1. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2. Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be effected as follows:
  - 1.3.1. By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling, preferable in the margin next to the alteration/alterations or correction/corrections.
  - 1.3.2. All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.3.1 above, will be rejected.
- 1.4. Bids submitted must be complete in all respects.
  - 1.4.1. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

### 2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of Value Added Tax (VAT)**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
 

A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 2.5. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
  - 2.5.1. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Overstrand Municipality is 4140106396.

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### 3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

### 4. SUBMITTING A BID:

- 4.1. Sealed bids, with the **“Bid Number and Title”** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
  - 4.1.1. Any bid received without the **“Bid Number and / or Title”** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
- 4.2. The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.
- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 28cm x 2.5cm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

### 5. BID OPENING

- 5.1. Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. Where practical, prices will be read out at the time of opening bids.
- 5.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

### 6. EVALUATION AND ADJUDICATION CRITERIA:

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capacity and capability of bidders to execute the contract; and
- 6.4. PPPFA & associated regulations.

### 7. REQUIREMENTS OF A VALID BID:

The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered and no further correspondence will be entered into with regard to the following matters:

- 7.1.1. The tender has not been completed in non-erasable handwritten ink,
- 7.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 7.1.3. A partially completed and/or defective MBD 6.2 and relevant Annexures (if applicable),
- 7.1.4. Incomplete Pricing Schedule or Bill of Quantities,
- 7.1.5. A Form of Offer not signed in non-erasable ink,

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- 7.1.6. Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 7.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
- 7.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 7.2.2. To obtain the personal income tax number(s) from the recommended bidder;
- 7.2.3. To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
- 7.2.4. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
- 7.2.5. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 7.2.5.1. If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

## 8. TEST FOR RESPONSIVENESS:

- 8.1. A Bid will be considered non-responsive if:
- 8.1.1. the bid is not in compliance with the specifications;
- 8.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
- 8.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 8.2. The Municipality reserves the right to accept or reject:
- 8.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
- 8.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
- 8.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 8.3. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## 9. INCORRECT INFORMATION

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

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## 10. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 10.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 10.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## 11. INVOICES

- 11.1. All invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

- 11.2. **Legal requirements for invoices**

- 11.2.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

- 11.2.1.1. **Ordinary invoice (not VAT Registered)**

- a) The word '**INVOICE**' to be displayed in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

- 11.2.1.2. **VAT/Tax invoice (VAT registered)** An example of a valid Tax Invoice is attached as **Annexure C**.

- a) Word '**TAX INVOICE**' to be displayed in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Overstrand Municipality is compulsory – non-compliance will result in non-payment
- f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

## 12. PAYMENT TERMS

- 12.1. It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 12.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

|                 |  |
|-----------------|--|
| <b>INITIALS</b> |  |
|-----------------|--|



- 12.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**<sup>1</sup> on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

### 13. PRECEDENCE OF TERMS AND CONDITIONS

- 13.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:

- 13.1.1. The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:

- 13.1.1.1. Municipal Financial Management Act 56 of 2003
- 13.1.1.2. Municipal Supply Chain Management Regulations
- 13.1.1.3. Supply Chain Management policy
- 13.1.1.4. Specifications of the bid document
- 13.1.1.5. Special Conditions of Contract
- 13.1.1.6. General Conditions of Contract
- 13.1.1.7. Service Level Agreements/ Service Delivery Agreements
- 13.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

#### <sup>1</sup> SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

**Survivalist enterprises** are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

**Micro enterprises** are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

|          |  |
|----------|--|
| INITIALS |  |
|----------|--|

## 7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
  - b. The taxpayer must issue the municipality with the following:

| Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing |                                   |  |
|---|-----------------------------------|--|
| 1   | Tax Reference Number:             |  |
| 2   | Tax Compliance Status Pin:        |  |
| 3   | Tax Clearance Certificate Number: |  |

- c. If a bidder is registered on the Overstrand Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

INITIALS

## 8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>2</sup>.
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/adjudging authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

|      |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 3.1. | Full name of bidder or his or her representative                           |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.2. | Identity number  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.3. | Position occupied in the company (director, shareholder <sup>3</sup> etc.) |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.4. | Company registration number  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.5. | Tax reference number   |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.6. | VAT registration number  |  |  |  |  |  |  |  |  |  |  |  |  |

|        |  |     |  |    |  |
|--------|--|-----|--|----|--|
| 3.7.   | Are you presently in the service of the state? | YES |  | NO |  |
| 3.7.1. | If so, furnish particulars:                    |     |  |    |  |
|        |  |     |  |    |  |

|        |   |     |  |    |  |
|--------|---|-----|--|----|--|
| 3.8.   | Have you been in the service of the state for the past twelve months? | YES |  | NO |  |
| 3.8.1. | If so, furnish particulars:   |     |  |    |  |
|        |   |     |  |    |  |

<sup>2</sup> 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.

<sup>3</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

|         |   |     |  |    |  |
|---------|---|-----|--|----|--|
| 3.9.    | 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 |  |
| 3.9.1.  | If so, furnish particulars:   |     |  |    |  |
|         |   |     |  |    |  |
| 3.10.   | Are you aware of any relationship (family, friend, other) between a 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 |  |
| 3.10.1. | If so, furnish particulars:   |     |  |    |  |
|         |   |     |  |    |  |
| 3.11.   | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?   | YES |  | NO |  |
| 3.11.1. | If so, furnish particulars:   |     |  |    |  |
|         |   |     |  |    |  |
| 3.12.   | Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?  | YES |  | NO |  |
| 3.12.1. | If so, furnish particulars:   |     |  |    |  |
|         |   |     |  |    |  |
| 3.13.   | Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES |  | NO |  |
| 3.13.1. | If so, furnish particulars:   |     |  |    |  |
|         |   |     |  |    |  |

| 3.14.                 | Please provide the following information on <b>ALL</b> directors / shareholders / trustees /members below: |                            |   |
|-----------------------|--|----------------------------|---|
| full name and surname | identity number  | personal income tax number | Provide State <sup>4</sup> employee number<br>(Only to be completed if in the service of the State) |
|                       |  |                            |   |
|                       |  |                            |   |
|                       |  |                            |   |
|                       |  |                            |   |
|                       |  |                            |   |
|                       |  |                            |   |
|                       |  |                            |   |

**NB:**

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

|                   |  |      |  |
|-------------------|--|------|--|
| SIGNATURE         |  | DATE |  |
| NAME OF SIGNATORY |  |      |  |
| POSITION          |  |      |  |
| NAME OF COMPANY   |  |      |  |

<sup>4</sup> **MSCM Regulations: "in the service of the state" means to be –**

- a member of –
  - any municipal council;
  - any provincial legislature; or
  - the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.

## 9. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| B-BBEE STATUS LEVEL OF CONTRIBUTION                      | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

- 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

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor ”** means:
- 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;
  - 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,
- 2.10. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing.

### 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:

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

80/20                      or                      90/10

**Where:-**

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 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<br>(90/10 system) | Number of points<br>(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:

|        |   |  |
|--------|---|--|
| 5.1.1. | <b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b> |  |
| 5.1.2. | B-BBEE Status Level of Contributor  |  |
| 5.1.3. | Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)       |  |

- 5.2. (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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.)

## 6. SUB-CONTRACTING

|      |  |          |  |          |  |
|------|--|----------|--|----------|--|
| 6.1. | Will any portion of the contract be sub-contracted? (Tick applicable box)  | Yes      |  | No       |  |
|      | 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 sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017: |          |  |          |  |
|      | Designated Group: An EME or QSE which is at least 51% owned by:  | EME<br>✓ |  | QSE<br>✓ |  |
| a.   | Black people   |          |  |          |  |
| b.   | Black people who are youth   |          |  |          |  |
| c.   | Black people who are women   |          |  |          |  |
| d.   | Black people with disabilities   |          |  |          |  |
| e.   | Black people living in rural or underdeveloped areas or townships  |          |  |          |  |
| f.   | Cooperative owned by black people  |          |  |          |  |
| g.   | Black people who are military veterans   |          |  |          |  |
|      | OR   |          |  |          |  |
| h.   | Any EME  |          |  |          |  |
| i.   | Any QSE  |          |  |          |  |



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

|      |   |   |  |
|------|---|---|--|
| 7.1. | Name of company/firm  |   |  |
| 7.2. | VAT registration number                                     |   |  |
| 7.3. | Company registration number                                 |   |  |
| 7.4. | TYPE OF COMPANY/FIRM<br>(Tick applicable box)               | Partnership / Joint Venture / Consortium        |  |
|      |   | One person business / sole proprietor           |  |
|      |   | Close Corporation (CC)                          |  |
|      |   | Company ((Pty) Ltd. / Ltd.)                     |  |
|      |   | Company (Ltd.)                                  |  |
| 7.5. | Describe principal business activities                      |   |  |
|      |   |   |  |
|      |   |   |  |
|      |   |   |  |
| 7.6. | Company Classification<br>(Tick applicable box)             | Manufacturer                                    |  |
|      |   | Supplier  |  |
|      |   | Professional service provider                   |  |
|      |   | Other service providers, e.g. transporter, etc. |  |
| 7.7. | <b>Municipal information</b>                                |   |  |
| i.   | Municipality where business is situated                     |   |  |
| ii.  | Registered municipal account number                         |   |  |
| iii. | Stand number  |   |  |
| 7.8. | Total number of years the company/firm has been in business |   |  |

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.9.1. The information furnished is true and correct;

7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

7.9.4. 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 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.

|                         |  |            |  |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): |  |            |  |
| WITNESS 1:              |  | WITNESS 2: |  |
| DATE:                   |  |            |  |
| ADDRESS:                |  |            |  |
|                         |  |            |  |
|                         |  |            |  |

## REQUIREMENTS REGARDING VALIDATION OF B-BBEE POINTS

### VERY IMPORTANT:

1. ONLY THE DOCUMENTS LISTED BELOW WILL BE ACCEPTED
2. Failure to submit the said documents will result in the bidder forfeiting the B-BBEE points claimed.

#### 1. EMEs:

- 1.1. A **VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document);

or

- 1.2. A **VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

- 1.3. A **VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by the South African National Accreditation System (**SANAS**).

#### 2. QSEs:

- 2.1. A **VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document); **Only applicable to QSEs with 51% or more Black ownership**

or

- 2.2. A **VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by **SANAS**.

#### 3. BIDDERS OTHER THAN EMEs AND QSEs

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a verification agency accredited by **SANAS**.



# 11. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

## INCOME NOT EXCEEDING R10,000,000 (TEN MILLION RAND)

|                                       |   |   |   |                      |               |                             |  |                     |  |  |  |
|---------------------------------------|---|---|---|----------------------|---------------|-----------------------------|--|---------------------|--|--|--|
| 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 (please indicate with an "X")  |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Member  |   | Director  |                      | Owner         |                             | of the following enterprise and am duly authorised to act on its behalf: |                     |  |  |  |
|                                       | Enterprise Legal Name   |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Trading Name  |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Registration Number   |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Enterprise Address  |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Definition of "Black People"  |   | <p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |                      |               |                             |  |                     |  |  |  |
| 3.                                    | I hereby declare under oath that:   |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | The enterprise is   |   |   |                      | % black owned |                             |  | % black woman owned |  |  |  |
| 4.                                    | Based on the (please indicate with an "X")  |   |   | financial statements |               |                             | management accounts  |                     |  |  |  |
|                                       | and other information available on the  |   |   |                      |               | financial year ,            |  |                     |  |  |  |
|                                       | the income did not exceed R10,000,000.00 (ten million Rand);  |   |   |                      |               |                             |  |                     |  |  |  |
| 5.                                    | Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>   |   |   |                      |               |                             |  |                     |  |  |  |
|                                       | Level One   | 100% black owned (135% B-BBEE procurement recognition)          |   |                      |               |                             |  |                     |  |  |  |
|                                       | Level Two   | More than 51% black owned (125% B-BBEE procurement recognition) |   |                      |               |                             |  |                     |  |  |  |
|                                       | Level Four  | Less than 51% black owned (100% B-BBEE procurement recognition) |   |                      |               |                             |  |                     |  |  |  |
| 6.                                    | The entity is an empowering supplier in terms of the dti Codes of Good Practice.  |   |   |                      |               |                             |  |                     |  |  |  |
| 7.                                    | 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. |   |   |                      |               |                             |  |                     |  |  |  |
| 8.                                    | The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.   |   |   |                      |               |                             |  |                     |  |  |  |
| Deponent signature:                   |   |   |   |                      |               | Commissioner of Oaths stamp |  |                     |  |  |  |
| Date:                                 |   |   |   |                      |               |                             |  |                     |  |  |  |
| Commissioner of Oaths signature       |   |   |   |                      |               |                             |  |                     |  |  |  |
| Date                                  |   |   |   |                      |               |                             |  |                     |  |  |  |

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## 12. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

### INCOME BETWEEN R10,000,000 (TEN MILLION RAND) & R50,000,000 (FIFTY MILLION RAND)

|                                       |   |  |   |                     |       |                             |   |  |  |
|---------------------------------------|---|--|---|---------------------|-------|-----------------------------|---|--|--|
| 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 (please indicate with an "X")  |  |   |                     |       |                             |   |  |  |
| 3.                                    | Member  |  | Director  |                     | Owner |                             | the following enterprise and am duly authorised to act on its behalf:   |  |  |
|                                       | Enterprise legal name   |  |   |                     |       |                             |   |  |  |
|                                       | Trading name  |  |   |                     |       |                             |   |  |  |
|                                       | Registration number   |  |   |                     |       |                             |   |  |  |
|                                       | Enterprise physical address   |  |   |                     |       |                             |   |  |  |
|                                       | Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)  |  |   |                     |       |                             |   |  |  |
|                                       | Nature of business  |  |   |                     |       |                             |   |  |  |
|                                       | Definition of "Black People"  |  | <p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |                     |       |                             |   |  |  |
| 4.                                    | 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 n. 46 of 2013 |  |  |
|                                       | The enterprise is   |  | % black woman owned   |                     |       |                             |   |  |  |
|                                       | The enterprise is   |  | % Black designated group owned  |                     |       |                             |   |  |  |
| 5.                                    | Based on the  | financial statements   |   | management accounts |       |                             |   |  |  |
|                                       | and other information available on the latest financial year-end of   |  |   |                     |       |                             |   |  |  |
|                                       | the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),  |  |   |                     |       |                             |   |  |  |
| 6.                                    | Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>   |  |   |                     |       |                             |   |  |  |
|                                       | Level One   | 100% black owned (135% B-BBEE procurement recognition)         |   |                     |       |                             |   |  |  |
|                                       | Level Two   | At least 51% black owned (125% B-BBEE procurement recognition) |   |                     |       |                             |   |  |  |
| 7.                                    | 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. |  |   |                     |       |                             |   |  |  |
| 8.                                    | The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.   |  |   |                     |       |                             |   |  |  |
| Deponent signature:                   |   |  |   |                     |       | Commissioner of Oaths stamp |   |  |  |
| Date:                                 |   |  |   |                     |       |                             |   |  |  |
| Commissioner of Oaths signature       |   |  |   |                     |       |                             |   |  |  |
| Date                                  |   |  |   |                     |       |                             |   |  |  |

### 13. MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

#### Introduction

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; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)<sup>5</sup> and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C- Local Content Declaration: Summary Schedule,
  - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

#### 1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 2.1 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

- (a) A bid may be disqualified if this Declaration Certificate and the Annexure 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:

| #  | Description of services, works or goods | Stipulated minimum threshold as a % |
|----|---|-------------------------------------|
| 1. | Residential electricity meters          | 70%                                 |
| 2. | Street lighting steel poles             | 100%                                |

<sup>5</sup> The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

3. Does any portion of the services, works or goods 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 the 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](http://www.reservebank.co.za).

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Yuan           |                   |
| Other          |                   |

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

4. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?  
 (Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 4.1 If yes, provide the following particulars:

|                               |  |
|-------------------------------|--|
| a) Full name of auditor:      |  |
| b) Practice number:           |  |
| c) Telephone and cell number: |  |
| d) Email address:             |  |

**(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)**

5. 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 Accounting Officer provide directives in this regard.

|                         |  |            |  |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): |  |            |  |
| WITNESS 1:              |  | WITNESS 2: |  |
| DATE:                   |  |            |  |
| ADDRESS:                |  |            |  |

**LOCAL CONTENT DECLARATION – RESIDENTIAL ELECTRICITY METERS**

**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 Tender No. SC1858/2018, issued by Overstrand Municipality**

**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 (Annexure C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.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:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
  - a) 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
  - b) the declaration templates have been audited and certified to be correct.
3. The local content percentages (%) 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;

|   |     |
|---|-----|
| <b>Bid price (Excluding VAT) (y)</b>                                      | R   |
| <b>Imported content (x), as calculated in terms of SATS 1286:2011</b>     | R   |
| <b>Stipulated minimum threshold for local content (paragraph 3 above)</b> | 70% |
| <b>Local content %, as calculated in terms of SATS 1286:2011</b>          |     |

**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.**

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. 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 Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

|                   | <b>SIGNATURE</b> | <b>DATE</b> |
|-------------------|------------------|-------------|
| <b>TENDERER</b>   |                  |             |
| <b>WITNESS 1:</b> |                  |             |
| <b>WITNESS 2:</b> |                  |             |



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## ANNEXURE C

SATS 1286.2011

## Local Content Declaration – Summary Schedule

|                                |   |  |      |  |  |
|--------------------------------|---|--|------|--|--|
| (C1) Tender No.                | SC1858/2018   |  |      |  | NOTE: VAT to be excluded from all calculations |
| (C2) Tender Description        | SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT PERIOD ENDING 30 JUNE 2020 |  |      |  |  |
| (C3) Designated product(s)     | RESIDENTIAL ELECTRICITY METERS  |  |      |  |  |
| (C4) Tender Authority          | OVERSTRAND MUNICIPALITY   |  |      |  |  |
| (C5) Name of Tendering Entity  |   |  |      |  |  |
| (C6) Tender Exchange Rate      | Currency  |  | Rate |  |  |
| (C7 )Specified local content % | 70%   |  |      |  |  |

|   |  | Calculation of local content |                         |   |                |             |                            | Tender summary  |                    |                                 |                        |
|---|--|------------------------------|-------------------------|---|----------------|-------------|----------------------------|-----------------|--------------------|---------------------------------|------------------------|
| Tender Item No's  | List of Items  | Tender Price – each          | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Quantity | Total tender value | Total exempted imported content | Total imported content |
| (C8)  | (C9)   | (C10)                        | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)           | (C17)              | (C18)                           | (C19)                  |
|   | <b>MRF METERS</b>  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| 1.1.1   | Multi radio frequency meter:E460 1phase DIN Rail PLC (MCA 1x0 x R xx) (Landis or equivalent) |                              |                         |   |                |             |                            | 1650            |                    |                                 |                        |
| 1.1.2   | Multi radio frequency meter:E460 3phase G3-PLC (MMA 310 C A xx) (Landis or equivalent)       |                              |                         |   |                |             |                            | 60              |                    |                                 |                        |
| 1.1.3   | Keypad: P160 PLC Customer Interface Unit (stand-alone) (Landis or equivalent)                |                              |                         |   |                |             |                            | 1650            |                    |                                 |                        |
| (C20) Total tender value                                |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C21) Total Exempt imported content                     |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C22) Total Tender value net of exempt imported content |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C23) Total Imported content                            |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C24) Total local content                               |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C25) Average local content % of tender                 |  |                              |                         |   |                |             |                            |                 |                    |                                 |                        |

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

**LOCAL CONTENT DECLARATION – STREET LIGHTING STEEL POLES**

**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 Tender No. SC1858/2018, issued by Overstrand Municipality**

**NB**

3. 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.
4. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.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:

6. The facts contained herein are within my own personal knowledge.
7. I have satisfied myself that
  - c) 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
  - d) the declaration templates have been audited and certified to be correct.
8. The local content percentages (%) 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;

|   |      |
|---|------|
| <b>Bid price (Excluding VAT) (y)</b>                                      | R    |
| <b>Imported content (x), as calculated in terms of SATS 1286:2011</b>     | R    |
| <b>Stipulated minimum threshold for local content (paragraph 3 above)</b> | 100% |
| <b>Local content %, as calculated in terms of SATS 1286:2011</b>          |      |

**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.**

9. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
10. 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 Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

|                   | <b>SIGNATURE</b> | <b>DATE</b> |
|-------------------|------------------|-------------|
| <b>TENDERER</b>   |                  |             |
| <b>WITNESS 1:</b> |                  |             |
| <b>WITNESS 2:</b> |                  |             |

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## ANNEXURE C

SATS 1286.2011

## Local Content Declaration – Summary Schedule

|                                |   |  |      |  |  |
|--------------------------------|---|--|------|--|--|
| (C1) Tender No.                | SC1858/2018   |  |      |  | NOTE: VAT to be excluded from all calculations |
| (C2) Tender Description        | SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT PERIOD ENDING 30 JUNE 2020 |  |      |  |  |
| (C3) Designated product(s)     | STREET LIGHTING STEEL POLES   |  |      |  |  |
| (C4) Tender Authority          | OVERSTRAND MUNICIPALITY   |  |      |  |  |
| (C5) Name of Tendering Entity  |   |  |      |  |  |
| (C6) Tender Exchange Rate      | Currency  |  | Rate |  |  |
| (C7 )Specified local content % | 100%  |  |      |  |  |

| Tender Item No's  | List of Items     | Tender Price – each | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender summary  |                    |                                 |                        |
|---|-------------------|---------------------|-------------------------|---|----------------|-------------|----------------------------|-----------------|--------------------|---------------------------------|------------------------|
|   |                   |                     |                         |   |                |             |                            | Tender Quantity | Total tender value | Total exempted imported content | Total imported content |
| (C8)  | (C9)              | (C10)               | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)           | (C17)              | (C18)                           | (C19)                  |
|   | STREETLIGHT POLES |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| 4.1.  | 4.2m Steel Pole   |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| 4.2   | 5.7m Steel Pole   |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| 4.3   | 7.2m Steel Pole   |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| 4.4   | 10m Steel Pole    |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| 4.5   | 11.5m Steel Pole  |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| 4.6   | 14.5m Steel Pole  |                     |                         |   |                |             |                            | 10              |                    |                                 |                        |
| (C20) Total tender value                                |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C21) Total Exempt imported content                     |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C22) Total Tender value net of exempt imported content |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C23) Total Imported content                            |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C24) Total local content                               |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |
| (C25) Average local content % of tender                 |                   |                     |                         |   |                |             |                            |                 |                    |                                 |                        |

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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## ANNEXURE D

SATS 1286.2011

## Imported Content Declaration – Supporting Schedule to Annexure C

|      |                         |   |
|------|-------------------------|---|
| (D1) | Tender No.              |   |
| (D2) | Tender Description      |   |
| (D3) | Designated product(s)   |   |
| (D4) | Tender Authority        |   |
| (D5) | Tendering Entity's Name |   |
| (D6) | Tender Exchange Rate    | Currency <input type="text"/> Rate <input type="text"/> |

NOTE: VAT to be excluded from all calculations

| A. Exempted imported content |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |   |                   | Summary         |                         |
|------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|-------------------|-----------------|-------------------------|
| Tender item no's             | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Tender Quantity | Exempted imported value |
| (D7)                         | (D8)                            | (D9)           | (D10)             | (D11)  | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)             | (D17)           | (D18)                   |
|                              |                                 |                |                   |  |                      |                        |                                |   |                   |                 |                         |
|                              |                                 |                |                   |  |                      |                        |                                |   |                   |                 |                         |
|                              |                                 |                |                   |  |                      |                        |                                |   |                   |                 |                         |

(D19) Total exempt imported value

This total must correspond with Annex C – C21

| B. Imported directly by the Tenderer |                                 |                 |                   | Calculation of imported content                  |                      |                        |                                |   |                   | Summary         |                      |
|--------------------------------------|---------------------------------|-----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|-------------------|-----------------|----------------------|
| Tender item no's                     | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Tender Quantity | Total imported value |
| (D20)                                | (D21)                           | (D22)           | (D23)             | (D24)  | (D25)                | (D26)                  | (D27)                          | (D28)                                       | (D29)             | (D30)           | (D31)                |
|                                      |                                 |                 |                   |  |                      |                        |                                |   |                   |                 |                      |
|                                      |                                 |                 |                   |  |                      |                        |                                |   |                   |                 |                      |
|                                      |                                 |                 |                   |  |                      |                        |                                |   |                   |                 |                      |

(D32) Total imported value by tenderer

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## ANNEXURE D - Continued

SATS 1286.2011

## Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

| C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                  |                      |                        |                                |   |                   | Summary           |                      |
|---|-----------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|-------------------|-------------------|----------------------|
| Description of imported content                                     | Unit of measure | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Quantity imported | Total imported value |
| (D33)   | (D34)           | (D35)          | (D36)             | (D37)  | (D38)                | (D39)                  | (D40)                          | (D41)                                       | (D42)             | (D43)             | (D44)                |
|   |                 |                |                   |  |                      |                        |                                |   |                   |                   |                      |
|   |                 |                |                   |  |                      |                        |                                |   |                   |                   |                      |
|   |                 |                |                   |  |                      |                        |                                |   |                   |                   |                      |
| (D45) Total imported value by 3 <sup>rd</sup> party                 |                 |                |                   |  |                      |                        |                                |   |                   |                   |                      |

| D. Other foreign currency payments   |                                   |                      | Calculation of foreign currency payments |                         | Summary of Payments     |  |
|--|-----------------------------------|----------------------|--|-------------------------|-------------------------|--|
| Type of payment  | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender rate of exchange | Local value of payments |  |
| (D46)  | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |  |
|  |                                   |                      |  |                         |                         |  |
|  |                                   |                      |  |                         |                         |  |
|  |                                   |                      |  |                         |                         |  |
| (D52) Total of foreign currency payments declared by tenderer and/or 3 <sup>rd</sup> party   |                                   |                      |  |                         |                         |  |
| (D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above |                                   |                      |  |                         |                         |  |

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE

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MUNICIPALITY

|   |                       |
|---|-----------------------|
| <b>ANNEX E</b>                                      | <b>SATS 1286.2011</b> |
| <b>Local content Declaration – Summary Schedule</b> |                       |

|                                     |  |   |
|-------------------------------------|--|---|
| <b>(E1) Tender No.</b>              |  | <b>NOTE: VAT to be excluded from all calculations</b> |
| <b>(E2) Tender Description</b>      |  |   |
| <b>(E3) Designated product(s)</b>   |  |   |
| <b>(E4) Tender Authority</b>        |  |   |
| <b>(E5) Tendering Entity's Name</b> |  |   |

| <b>LOCAL PRODUCTS (Goods, Services and Works)</b>           |                        |              |
|---|------------------------|--------------|
| <b>Description of items purchased</b>                       | <b>Local suppliers</b> | <b>Value</b> |
| <b>(E6)</b>   | <b>(E7)</b>            | <b>(E8)</b>  |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
|   |                        |              |
| <b>(E9) Total local products (Goods, service and works)</b> |                        |              |

**(E10) Manpower costs** (Tenderer's own manpower cost)
**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)
**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)
**(E13) Total local content**

**This total must correspond with Annex C – C24**

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

#### 14. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

|       |  |     |    |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>  | 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)?<br><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | Yes | No |
| 4.2.1 | If so, furnish particulars:  |     |    |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes | No |
| 4.3.1 | If so, furnish particulars:  |     |    |

|       |  |            |           |
|-------|--|------------|-----------|
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | <b>Yes</b> | <b>No</b> |
| 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?                         | <b>Yes</b> | <b>No</b> |
| 4.5.1 | If so, furnish particulars:  |            |           |

**5. 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:    |  | NAME (PRINT): |  |
| CAPACITY:     |  | DATE:         |  |
| NAME OF FIRM: |  |               |  |



### 15. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).<sup>6</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

#### OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;

<sup>6</sup> 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.

- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium<sup>7</sup> 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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. 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    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |

<sup>7</sup> 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.

**16. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**
**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Overstrand 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 bidder 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(s) / shareholder(s) / partner(s) / member(s), etc.:**

| Director / partner / member | Physical residential address of the director / partner / member | Municipal account number(s) |
|-----------------------------|---|-----------------------------|
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |
|                             |   |                             |

**PLEASE NOTE:**

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

| Signature | Position | Date |
|-----------|----------|------|

|   |   |
|---|---|
| <p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>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.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p><b>Apply official stamp of authority on this page:</b></p> |
|---|---|

**17. MBD 16 – KEY PERFORMANCE INDICATORS**
**1. KEY PERFORMANCE INDICATORS (KPIs)**

- |      |  |
|------|--|
| 1.1. | Work(s) performed / goods delivered within timeframes specified          |
| 1.2. | Work(s) performed / goods delivered within financial framework specified |
| 1.3. | Acceptable quality of work(s) performed / goods delivered                |

I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

|              |  |                 |  |
|--------------|--|-----------------|--|
| SIGNATURE    |  | NAME<br>(PRINT) |  |
| CAPACITY     |  | DATE            |  |
| NAME OF FIRM |  |                 |  |
| WITNESS 1    |  | WITNESS 2       |  |

## 18. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

### INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

### COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

**Overstrand Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

|  |  |
|--|--|
| Contractor's registration number with the office of the Compensation Commissioner: |  |
|--|--|

#### NOTE:

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.**

|             |  |              |  |
|-------------|--|--------------|--|
| PRINT NAME: |  |              |  |
| CAPACITY:   |  | Name of firm |  |
| SIGNATURE:  |  | DATE:        |  |

**WRITTEN AGREEMENT**

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

\_\_\_\_\_  
*(Name of the MANDATARY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_,  
 representing the MANDATARY do hereby acknowledge that \_\_\_\_\_  
*(mandatory)* is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

| SIGNED ON BEHALF OF MANDATORY |  |        |  |
|-------------------------------|--|--------|--|
| DATE:                         |  | PLACE: |  |
| PRINT NAME:                   |  |        |  |
| CAPACITY:                     |  |        |  |
| SIGNATURE:                    |  |        |  |

| SIGNED ON BEHALF OF THE MUNICIPALITY |  |        |  |
|--------------------------------------|--|--------|--|
| DATE:                                |  | PLACE: |  |
| PRINT NAME:                          |  |        |  |
| CAPACITY:                            |  |        |  |
| SIGNATURE:                           |  |        |  |

### 19. INDEMNITY

Given by (name of company) \_\_\_\_\_  
 of (registered address of company) \_\_\_\_\_  
 a company with limited liability registration number \_\_\_\_\_  
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by  
 (name of representative) \_\_\_\_\_  
 in his capacity as (designation) \_\_\_\_\_  
 of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_\_.  
**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

|                          |  |
|--------------------------|--|
| SIGNATURE OF CONTRACTOR: |  |
| DATE:                    |  |
| SIGNATURE OF WITNESS 1:  |  |
| DATE:                    |  |
| SIGNATURE OF WITNESS 2:  |  |
| DATE:                    |  |



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 20. SPECIFICATIONS

### 1. Introduction

- 1.1. The successful bidder / bidders will be expected to supply and deliver Electrical items to Overstrand Municipality (OM) for the contract period ending 30 June 2020.
- 1.2. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the Form of Offer and the annexures.
- 1.3. Together with each tender submitted, it is **requested** that the lead times, manufacturer and calculations (**pricing schedule**) be submitted on a CD or USB memory stick in a Microsoft Excel spread sheet which will be available on the Overstrand web site, at (<http://www.overstrand.gov.za>)
- 1.4. Should there be any inconsistencies in the pricing between the CD or USB prices and the pricing entered in the tender document itself the hand written price will be deemed to be correct.
- 1.5. Neither the CD nor the USB memory stick will be returned after the tender process is completed.

### 2. Background

- 2.1. In order to provide the day to day electrical needs of OM it is necessary to request bidders to tender for the supply and delivery of Electrical goods.
- 2.2. It is also necessary to understand that where Brand names are used it is to indicate a quality standard required.

### 3. Scope

#### 3.1. Time

Lead times **must** be indicated on the pricing schedule and delivery **must** take place within the lead times specified, to give effect to the obligations in the agreement.

#### 3.2. Pricing

- 3.2.1. Prices must include delivery and off-loading at the respective stores mentioned in 4.5 below and must Include VAT.
- 3.2.2. Prices should be fixed for a period ending 30 June 2020, subject to price movement accepted by OM. Should excessive increases occur, the municipality will reserve the right to obtain other quotations and/or cancel the contract.

#### 3.3. Price Movements

##### 3.3.1. Price Adjustment Mechanism:

The following mechanism has been put in place to manage the process of handling price adjustments between OM and the supplier. The price adjustment mechanism has been broken down into the respective cost elements. It is very important to note that the supplier is responsible for ensuring that all cost elements are reflected on the cost breakdown sheet. The cost breakdown sheet will be the base used once the supplier has received an award as the successful bidder. **These cost elements will be locked in for the duration of the agreement and can only be adjusted by following the price adjustment mechanism.** The supplier must also take cognizance that cost management forms a major part of the supplier performance. In the event that OM receives a price adjustment for a cost element that is not on the cost breakdown sheet, then such price adjustment will not be accepted by OM as a valid ground for adjustment. The only exception will be if the supplier proposes a cost down initiative which will reduce the price to OM.

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |

**3.3.2. Material Price adjustment**

30 (Thirty) days' notice period apply.

Kindly note that packaging, although mentioned separate on the price breakdown, is included under the material price adjustment mechanism.

- 3.3.2.1. The supplier receives price adjustment notification from his/her supplier.
- 3.3.2.2. The supplier adjusts the price on the cost breakdown sheet
- 3.3.2.3. The supplier send new cost breakdown sheet accompanied by accepted price adjustment notification communication from his / her supplier to OM. This new cost break down must be accompanied by official price adjustment request from the supplier. Such price adjustment request must include the following information but not limited to:
  - 3.3.2.3.1. Justification for price adjustment request
  - 3.3.2.3.2. Suggested effective date
  - 3.3.2.3.3. Cost element effected on cost breakdown sheet
  - 3.3.2.3.4. Price adjustment percentage
- 3.3.2.4. OM acknowledge receipt of price adjustment notification in writing within 3 (three) working days of receiving such notification from supplier
- 3.3.2.5. OM notify the supplier acceptance of the price adjustment with reference to the agreed effective date and new selling price in writing within 14 (fourteen) working days from receipt of notification from the supplier.
- 3.3.2.6. OM notify supplier of non-acceptance of the price adjustment with reference to the reasons for non-acceptance and the need of negotiation and or discussions surrounding the area ('s) of concern in writing 14 (fourteen) working days from receipt of notification from the supplier.

**3.3.3. Delivery Price adjustment**

30 (Thirty) days' notice period apply

The delivery cost element only caters for the variable portion of the cost breakdown. The fixed portion must be included in the sales and general administration (S&GA) element of the cost breakdown. The variable portion must include but is not limited to:

- 3.3.3.1.1. Fuel
- 3.3.3.1.2. Running cost
- 3.3.3.1.3. Maintenance
- 3.3.3.1.4. Outsourced delivery cost per unit (Where supplier outsource delivery responsibility to a third party)

**3.3.4. Fuel cost**

Cost base must be established up front. This element will be reviewed on an annual basis, and the moving average price of fuel will be used to determine the movement in cost.

- 3.3.4.1. **Running cost**  
This element will be reviewed on an annual basis, and CPI will be used to determine the percentage move.
- 3.3.4.2. **Maintenance Cost**  
This element will be reviewed on an annual basis, and CPI will be used to determine the percentage move

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |

**3.3.4.3. Third Party Cost**

This element will be reviewed as and when the supplier's third party partner request an increase on delivery cost. Documented proof must be given for the increase and will be handled in the same manner as the material price adjustment mechanism.

**3.3.5. Labour Price Adjustment**

30 (Thirty) days' notice period apply

3.3.5.1. The supplier obtain ratified proof of labour price movement from an industry bargaining council, union and or recognized labour representative body. It is the supplier's responsibility to ensure that OM is notified how labour cost movement is handled internally. If no proof can be given on a reasonable mechanism, then such price adjustment will not be accepted. OM will however accept documented proof of internal notice / memos ratifying an adjustment, instances where the supplier is not bound to industry related adjustment mechanisms. If this is the case then the supplier must communicate this on the cost breakdown.

3.3.5.2. The supplier apply the percentage move to the labour element on the cost breakdown sheet

3.3.5.3. The supplier send new cost breakdown sheet accompanied by accepted price adjustment notification communication from agreed body to OM. This new cost break down must be accompanied by official price adjustment request from the supplier. Such price adjustment request must include the following information but not limited to:

3.3.5.3.1. Justification for price adjustment request

3.3.5.3.2. Suggested effective date

3.3.5.3.3. Cost element effected on cost breakdown sheet

3.3.5.3.4. Price adjustment percentage

3.3.5.4. OM acknowledge receipt of price adjustment notification in writing within 3 (three) working days of receiving such notification from supplier

3.3.5.5. OM notify the supplier acceptance of the price adjustment with reference to the agreed effective date and new selling price in writing within 14 (fourteen) working days from receipt of notification from the supplier.

3.3.5.6. OM notify supplier of non-acceptance of the price adjustment with reference to the reasons for non-acceptance and the need of negotiation and or discussions surrounding the area ('s) of concern in writing 14 (fourteen) working days from receipt of notification from the supplier.

**3.3.6. Sales and General Administration Excluding Profit (SG&A) Price Adjustment**

30 (Thirty) days' notice period apply

3.3.6.1. Please note that Profit is excluded from this cost element. This element is mostly the supplier's fixed cost element. This element will only be accepted once a year. The CPI adjustment mechanism will be used for this cost element.

3.3.6.2. The supplier apply the percentage move to the SG&A element on the cost breakdown sheet

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3.3.6.3. The supplier send new cost breakdown sheet accompanied by price adjustment request. Such price adjustment request must include the following information but not limited to:

- 3.3.6.3.1. Justification for price adjustment request
- 3.3.6.3.2. Suggested effective date
- 3.3.6.3.3. Cost element effected on cost breakdown sheet
- 3.3.6.3.4. Price adjustment percentage

3.3.6.4. The supplier send OM a letter requesting a SG&A price adjustment in-line with the agreement 1 (one) month prior to the anniversary date of the contract

3.3.6.5. OM acknowledge receipt of price adjustment notification in writing within 3 (three) working days of receiving such notification from supplier

3.3.6.6. OM notify the supplier acceptance of the price adjustment with reference to the agreed effective date and new selling price in writing within 14 (fourteen) working days from receipt of notification from the supplier

3.3.6.7. OM notify supplier of non-acceptance of the price adjustment with reference to the reasons for non-acceptance and the need of negotiation and or discussions surrounding the area ('s) of concern in writing 14 (fourteen) working days from receipt of notification from the supplier.

#### 3.3.7. Profit Price Adjustment:

OM will not accept any price adjustments on the profit portion of the cost breakdown. Increase in profits is the responsibility of the supplier, and profit should be increased by efficiency improvements, value stream analysis and continuous improvement projects within the supplier.

Please take note that OM will apply a reasonableness test on profit contributions on the cost breakdown. If it is found that the contribution of profit is not correlating with industry benchmark, then such a cost breakdown will be deemed unreasonable.

#### 3.4. Quality and quantities:

3.4.1. Quality test: The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract. Should the Municipality suffer any losses due to substandard quality products (as agreed to) the supplier will be held responsible.

3.4.2. All product items should carry (minimum of one year) guarantees or warranties. Defects will be replaced at the expense of the supplier. The supplier will be responsible to ensure that the products are replaced and delivered.

3.4.3. The quantities as indicated in the pricing schedule are only estimates which will be used in order to evaluate the bid. The OM will not be bound to the estimated quantities as this will be an "as and when" tender.

3.4.4. OM reserves the right to reject restrictions on limited quantities provided by bidders.

3.4.5. Non-compliance with the agreed delivery time, quality, quantity and prices agreed (escalation type indicated) could lead to breach of contract and the supplier will be liable for any expenses incurred as a result thereof.

3.4.6. OM reserves the right to request bidders to submit samples in the evaluation period if so required.

3.4.7. OM reserves the right to make use of other suppliers. Where the supplier is in breach of contract, in failing to keep the agreed delivery times and/or when emergencies arise and the supplier does not carry stock. The supplier will be responsible for the difference in cost, when OM needs to procure from another supplier.

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**4. General**

- 4.1. Supply and delivery of electrical items to OM for the period ending 30 June 2020.
- 4.2. Two bidders will be identified for award, to ensure that if the first bidder fails to perform according to the tender conditions, the second bidder will be used from which to procure the goods. The first will be held responsible for the cost difference. OM will not be obligated to place orders with the second bidder, when performance of the first bidders is of an acceptable standard.
- 4.3. Notwithstanding the above OM reserves the right to award products / items individually or per category of products / items.
- 4.4. OM reserves the right to claim any damages caused by the bidder for the withdrawal of a bid after the award has taken place. This claim, due to withdrawal, will include administration and advertisement expenses.

**4.5. Deliveries:**

- 4.5.1. The delivery address will be indicated on the official order as one of the following:
  - 4.5.1.1. Municipal Store, 9 Mussel road, HERMANUS
  - 4.5.1.2. Municipal Store, 13th Street, KLEINMOND
  - 4.5.1.3. Municipal Store, Voortrekker Road, GANSBAAI
- 4.5.2. Delivery of products to the designated delivery addresses as indicated above **must** include the off-loading thereof at the supplier's own risk and cost.
- 4.5.3. Delivery must take place on normal business days between 08h00 and 15h00. (excluding lunch hour 13h00 to 13h45) Non-compliance hereto, could lead to the rejection of the delivery and OM will not be held responsible for any cost incurred.
- 4.5.4. Bidders must supply and ensure the availability of their own labour for the offloading of the products at the designated Municipal Stores.

**4.6. Validity period of tenders:** 90 days.**4.7. Invoicing and delivery notes**

- 4.7.1. All deliveries should be accompanied by at least a delivery note. OM reserves the right to reject the delivery without a delivery note.
- 4.7.2. Preferably an invoice or pro-forma invoice must accompany all deliveries.
- 4.7.3. Incorrect invoicing will delay payment and the supplier will be held responsible for correction and resubmission of correct invoices and statements. Settlement discounts on early payments will be reserved if payment is delayed due to incorrect invoicing by the supplier (if applicable and to the agreed settlement discount).

**4.8. Incorrect Information**

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

**5. Local Content:**

- 5.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

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- 5.2. Regulation 8.2 prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 5.3. In terms of legislation, the bidder must complete MBD 6.2 included herein. In Annexure C of the said document, the Bidders must confirm the local content of the following items:
- 5.3.1. Residential electricity meters
- 5.3.2. Street lighting steel poles
6. **Preference of documentation and terms and conditions after award of the tenders:**
- 6.1. Any terms and/or condition in contradiction of the Municipal Financial Management Act, 56 of 2003, will be deemed as null and void from origin.
- 6.2. The documentation in the bid as well as documentation signed by both parties after the award of the bid will take preference as follows:
- 6.2.1. Specifications and Pricing Schedule
- 6.2.2. Any special conditions of contract as stipulated by OM (if applicable)
- 6.2.3. General Conditions of Tender
- 6.2.4. General Conditions of Contract
- 6.2.5. Service Level Agreement/s (SLA)/Service Delivery Agreements (SDA); License Agreements;
- 6.2.6. Memorandum of Agreement/s (MOA) and/or Memorandum of Understanding (MOU)

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**B TECHNICAL REQUIREMENTS****1. MRF-METERS (Item 1.1 on Pricing Schedule)****1.1. E460 1ph DIN Rail PLC (MCA 1x0 x R xx)**

|            |   |
|------------|---|
| 1.1.1.     | <b>General Overview</b>   |
| 1.1.1.1.   | Compatible network<br>Single phase, 2-wire  |
| 1.1.1.2.   | Enclosure format  |
| 1.1.2.     | Rail mount, with locking clip compatible with 35mm DIN standard rail or flush mounting using keyhole slot and bottom fixing screws. Long and short terminal covers supported  |
| 1.1.3.     | IEC Specific Data   |
| 1.1.3.1.   | Rated voltage (Un)<br>Wide-range: 110 to 240 Volts AC   |
| 1.1.3.2.   | Frequency<br>50Hz or 60Hz   |
| 1.1.3.3.   | Extended operating voltage range<br>80% to 120% Un  |
| 1.1.3.4.   | Base current (Ib)<br>5 Amps   |
| 1.1.3.5.   | Maximum current (Imax)<br>80 Amps   |
| 1.1.3.6.   | Short circuit current<br>30 x Imax ( $\leq 10$ ms according to IEC 62053-21) 2.5kA r.m.s. (Utilisation Category UC2 according to IEC 62055-31)                                |
| 1.1.3.7.   | Meter constant (LED flash rate)<br>1000 impulses / kWh<br>1000 impulses / kVAh1   |
| 1.1.3.8.   | Measurement Accuracy<br>Active energy, according to IEC62052-11/62053-21<br>Class 1<br>Reactive energy, according to IEC62053-23<br>Class 2 for Ib = 10A, Class 3 for Ib = 5A |
| 1.1.3.9.   | Measurement behaviour<br>Starting current $\leq 0.004$ Ib for Class 1   |
| 1.1.4.     | <b>General Data</b>   |
| 1.1.4.1.   | Operating Behaviour   |
| 1.1.4.1.1. | Power consumption in voltage circuit<br>Active power at Un (max) <2W<br>Apparent power at Un (max) <12VA  |
| 1.1.4.1.2. | Power consumption in current circuit<br>Apparent power at Ib (max) <7VA   |
| 1.1.4.2.   | Environmental Influences  |
| 1.1.4.2.1. | Area of application<br>Indoor meter (according to IEC62052-11)  |

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| 1.1.4.2.2. | Temperature range<br>Operation meter -10°C to +55°C<br>Storage -40°C to +70°C  |
| 1.1.4.2.3. | Relative humidity<br>Maximum $\leq 95\%$ ; Annual mean 75%   |
| 1.1.4.2.4. | Degree of Protection (according to IEC60529)<br>IP Rating IP54<br>Product is for indoor use and must be installed in a suitable enclosure when used outdoors.  |
| 1.1.4.3.   | Electromagnetic Compatibility  |
| 1.1.4.3.1. | Electrostatic discharges (IEC61000-4-2)<br>Air discharge 15 kV   |
| 1.1.4.3.2. | Electromagnetic RF fields (IEC 61000-4-3)<br>80 MHz to 2 GHz<br>10 V/m with load<br>30 V/m no load   |
| 1.1.4.3.3. | Fast transient burst (IEC61000-4-4)<br>Current / voltage under load (IEC 62053-21) 4 kV  |
| 1.1.4.3.4. | Radio interference suppression (IEC / CISPR 22)<br>Complies with requirements for CISPR 22 and CENELEC EN 50065-1  |
| 1.1.4.4.   | Insulation Strength  |
| 1.1.4.4.1. | Insulation System Classification<br>(According to IEC 62052-11) Protective Class II.   |
| 1.1.4.4.2. | Insulation Level<br>4 kV rms @ 50Hz for 1 minute   |
| 1.1.4.5.   | Overvoltage withstand  |
| 1.1.4.5.1. | Overvoltage withstand<br>440 Vac for 48 hours, 600 VDC for 1 minute  |
| 1.1.4.6.   | Surge Immunity   |
| 1.1.4.6.1. | Voltage impulse withstand (Differential)<br>Meets the requirements of IEC 62052-11   |
| 1.1.4.6.2. | Current impulse withstand<br>According to: IEC 62052-11, SANS 61643-1<br>With external arrester<br>Withstand rating 30 kA, 8/20 $\mu$ s<br>Without external arrester<br>Withstand rating 10 kA, 8/20 $\mu$ s |
| 1.1.5.     | Calendar Clock   |
| 1.1.5.1.   | Normal operation<br>Accuracy (at +23°C) + 0.2 s/day  |
| 1.1.5.2.   | Reserve running Accuracy (at +23°C) <1 s/day<br>(EN 62054-21 requirement for time switches: 1.0s)  |
| 1.1.5.3.   | Operational Reserve<br>With super-capacitor minimum 36 hours<br>(RTC Synchronised by Data Concentrator)  |

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| 1.1.6.    | Outputs  |
| 1.1.6.1.  | Optical Test output (Active or reactive)<br>Type Visible Red LED<br>Meter constant<br>1000 pulses/kWh<br>1000 pulses/kVAh  |
| 1.1.7.    | Meter Faceplate Indications  |
| 1.1.7.1.  | Meter Status Indication<br>Type Visible Yellow LED   |
| 1.1.7.2.  | Meter Load Switch Indication<br>Type Visible Red LED   |
| 1.1.7.3.  | PLC Status Indication<br>Type Visible Green LED  |
| 1.1.8.    | Phase Connections  |
| 1.1.8.1.  | Format<br>Type Bottom connect (Line, Neutral, Load)  |
| 1.1.8.2.  | Terminal Details<br>Material Mild steel, yellow passivated<br>Type Single (M8) moving-cage terminal<br>Diameter 8.5 mm<br>Maximum conductor cross-section 25mm <sup>2</sup><br>Type of screw slotted (flat screw driver)   |
| 1.1.9.    | Communication Interfaces   |
| 1.1.9.1.  | Optical Communications Port<br>According to IEC 62056-21   |
| 1.1.9.2.  | PLC Interface<br>Type OFDM G3-PLC<br>Narrowband Orthogonal Frequency Division Multiplexing (OFDM) for G3 networks in accordance with recommendation ITU-T G.9903 and CENELEC-A band plan<br>Refer - IEC61334-4-41, ISO/IEC13239/ EN 50065<br>Range Typically >200m |
| 1.1.10.   | Load Switch  |
| 1.1.10.1. | Contact Data<br>According to IEC 62055-31 for Utilisation Category UC2   |
| 1.1.11.   | Meter Enclosure Material   |
| 1.1.11.1. | Material (Housing)<br>Type: Polycarbonate, flame-retardant<br>Resistance to spread of fire<br>UL94-V0 rated @1.5mm. No toxic gases emitted:<br>'Green Material'  |
| 1.1.11.2. | Material (Terminal block)<br>Type: Polycarbonate, flame-retardant, glass-filled<br>Resistance to heat and fire<br>Complies with 960°C glow-wire (IEC 60695-2-1)  |
| 1.1.12.   | Weights & Dimensions   |

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| 1.1.12.1. | Dimensions<br>135.5mm(H) x 50.3mm(W) x 110mm(D) (Short cover)<br>165.5mm(H) x 50.3mm(W) x 110mm(D) (Long cover)           |
| 1.1.12.2. | Weight<br>Including packaging (excl. MOV) approx.450 grams<br>Including packaging (Incl. MOV) approx.455 grams            |
| 1.1.13.   | Sealing   |
| 1.1.13.1. | Type<br>Meter enclosure Factory sealed for life<br>Terminal Cover Utility sealing wires (1 point)<br>Long and short cover |
| 1.1.14.   | Specifications Compliance & Approvals   |
| 1.1.14.1. | IEC 62053-21, IEC 62053-23, IEC62055-41(STS) and IEC62055-51 (STS)  |

**1.2. E460 3ph G3-PLC (MMA 310 C A xx)**

|          |   |
|----------|---|
| 1.2.1.   | General Overview  |
| 1.2.1.1. | Compatible network<br>Three phase, four-wire  |
| 1.2.1.2. | Enclosure format<br>Three phase, asymmetrical terminal format. Short terminal standard, long cover optional   |
| 1.2.2.   | IEC Specific Data   |
| 1.2.2.1. | Rated voltage (Un)<br>Wide-range: 3 X 120 to 240 Volts AC   |
| 1.2.2.2. | Frequency<br>50Hz or 60Hz   |
| 1.2.2.3. | Extended operating voltage range<br>Voltage (for Un = 230V), 50% to 120% Un i.e.>115V<br>Voltage (for Un = 120V), 80% to 120% Un i.e.>90V             |
| 1.2.2.4. | Base current (Ib)<br>5 Amps   |
| 1.2.2.5. | Maximum current (Imax)<br>100 Amps per phase  |
| 1.2.2.6. | Short circuit current<br>30 x Imax ( $\leq 10$ ms according to IEC 62053-21) 3kA r.m.s. (Utilisation Category UC3 according to IEC 62055-31)          |
| 1.2.2.7. | Meter constant (LED flash rate)<br>1000 impulses / kWh<br>1000 impulses / kVAh1   |
| 1.2.2.8. | Measurement Accuracy<br>Active energy, according to IEC62052-11/62053-21 = Class 1<br>Reactive energy, according to IEC62053-23 = Class 3 for Ib = 5A |
| 1.2.2.9. | Measurement behaviour<br>Starting current (Active) $\leq 0.004$ Ib for Class 1<br>Starting current (Reactive) $< 0.005$ Ib for Class 2                |

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| 1.2.3.     | General Data   |
| 1.2.3.1.   | Operating Behaviour  |
| 1.2.3.1.1. | Power consumption in voltage circuit (with all three phases powered up)<br>Active power at Un 120V <1.2W<br>Active power at Un 230V <1.6W<br>Apparent power at Un 120V, 50Hz <4VA / phase<br>Apparent power at Un 230V, 50Hz <12.5VA / phase |
| 1.2.3.2.   | Environmental Influences   |
| 1.2.3.2.1. | Area of application<br>Indoor meter (according to IEC62052-11)   |
| 1.2.3.2.2. | Temperature range<br>Operation meter -10°C to +55°C<br>Storage -40°C to +70°C  |
| 1.2.3.2.3. | Relative humidity<br>Maximum ≤ 95%; Annual mean 75%  |
| 1.2.3.2.4. | Degree of Protection (according to IEC60529)<br>IP Rating IP53<br>Product is for indoor use and must be installed in a suitable enclosure when used outdoors   |
| 1.2.3.3.   | Electromagnetic Compatibility  |
| 1.2.3.3.1. | Electrostatic discharges (IEC61000-4-2)<br>Air discharge 15 kV   |
| 1.2.3.3.2. | Electromagnetic RF fields (IEC 61000-4-3)<br>80 MHz to 2 GHz 10 V/m with load<br>30 V/m no load  |
| 1.2.3.3.3. | Fast transient burst (IEC61000-4-4)<br>Current / voltage under load (IEC 62053-21) 4 kV  |
| 1.2.3.3.4. | Radio interference suppression (IEC / CISPR 22)<br>Complies with requirements for CISPR 22 and CENELEC EN 50065-1  |
| 1.2.3.4.   | Insulation Strength  |
| 1.2.3.4.1. | Insulation System Classification<br>(According to IEC 62052-11) Protective Class II  |
| 1.2.3.4.2. | Insulation Level<br>4 kV rms @ 50Hz for 1 minute   |
| 1.2.3.5.   | Overvoltage withstand  |
| 1.2.3.5.1. | Overvoltage withstand<br>440 Vac for 48 hours, 600 VDC for 1 minute  |
| 1.2.3.6.   | Surge Immunity   |
| 1.2.3.6.1. | Voltage impulse withstand (Differential)<br>Meets the requirements of IEC 62052-11   |
| 1.2.3.6.2. | Current impulse withstand<br>According to: IEC 62052-11, SANS 61643-1<br>With external arrestor<br>Withstand rating 30 kA, 8/20µs<br>Without external arrestor   |

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|          | Withstand rating 10 kA, 8/20µs   |
| 1.2.4.   | Calendar Clock   |
| 1.2.4.1. | Normal operation<br>Accuracy (at +23°C) + 0.2 s/day  |
| 1.2.4.2. | Reserve running<br>Accuracy (at +23°C) <1 s/day<br>(EN 62054-21 requirement for time switches: 1.0s)   |
| 1.2.4.3. | Operational Reserve<br>With super-capacitor minimum 36 hours<br>(RTC Synchronised by Data Concentrator)  |
| 1.2.5.   | Rate of Use Output   |
| 1.2.5.1. | Optical Test output (Active or reactive)<br>Type Visible Red LED<br>Meter constant 1000 pulses/kWh<br>1000 pulses/kVAh   |
| 1.2.6.   | Meter Faceplate Indications  |
| 1.2.6.1. | Meter Status Indication<br>Type [Dual colour] Visible Yellow LED   |
| 1.2.6.2. | PLC Status Indication<br>Type [Dual colour] Visible Green LED  |
| 1.2.6.3. | Meter Load Switch Indication<br>Type LCD Icon  |
| 1.2.7.   | Phase Connections  |
| 1.2.7.1. | Format<br>Type Asymmetrical, 8 terminals   |
| 1.2.8.   | Terminal Details<br>Material of terminal Brass<br>Type Terminal with two screws<br>Diameter 9.5 mm<br>Minimum conductor cross-section 4.0 mm <sup>2</sup><br>Maximum conductor cross-section 35.0 mm <sup>2</sup><br>For wires with small conductor cross-sections ( $\leq 6 \text{ mm}^2$ ), the connecting line must be placed carefully in the middle of the terminal, so that it cannot move sideways when tightening the terminal screws. When tightening, ensure that the connecting line remains between the copper inside the terminal and the screw. Stranded wires must be fitted with ferrules.<br>Type of screw: - Steel zinc-plated Pozidrive combi screws (default)<br>Screw dimensions M6 x 14<br>Maximum screw head diameter $\leq 6.6 \text{ mm}$<br>Cross-slot type Z, size 2 (ISO4757-1983)<br>Slot width 0.8 mm<br>- Slot length min. 6 mm |
| 1.2.9.   | Communication Interfaces   |
| 1.2.9.1. | Optical Communications Port<br>According to IEC 62056-21   |
| 1.2.9.2. | G3-PLC Interface   |

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|           | <p>Frequency band CENELEC A</p> <p>OFDM G3-PLC with COSEM/DLMS communication protocol according to EN50065-1 supporting the following OSI Layers:</p> <p>ITU-T G.9903 physical layer for modulation, adaptive tone mapping and notching</p> <p>MAC layer IEEE 802.15.4; time domain and collision management; CSMA/ARQ</p> <p>6LoWPAN adaptation sub layer Plug and Play network management to choose "Best Path" (Full Mesh Support)</p> <p>IPv6 IETF RFC4291/4862 addressing and networking</p> <p>DLMS application layer 62056-53</p> <p>COSEM application model: 62056-61 (OBIS) and 62056-62 (interface classes) Range: Typically &gt;200m with G3-PLC repeater functionality</p> |
| 1.2.10.   | Load Switch  |
| 1.2.10.1. | Contact Data According to IEC 62055-31 for Utilisation Category UC3  |
| 1.2.11.   | Inputs and Outputs   |
| 1.2.11.1. | <p>Pulse Input</p> <p>Type S0</p> <p>Terminals 30 (+) and 31 (-)</p> <p>According to IEC 62053-31 class A</p> <p>Configurable as pulse counter or alarm input</p>  |
| 1.2.11.2. | <p>Output</p> <p>Terminals 23 and 24</p> <p>Type solid-state auxiliary load switch</p> <p>Nominal voltage 230 VAC/DC</p> <p>Maximum voltage 250 VAC/DC</p> <p>Maximum switching current 90 mA</p>  |
| 1.2.12.   | Meter Enclosure Material   |
| 1.2.12.1. | <p>Material (Housing)</p> <p>Type: Polycarbonate, flame-retardant</p> <p>Resistance to spread of fire</p> <p>UL94-V0 rated @1.5mm. No toxic gases emitted: 'Green Material'</p>  |
| 1.2.12.2. | <p>Material (Terminal block)</p> <p>Type: Polycarbonate, flame-retardant, glass-filled</p> <p>Resistance to heat and fire - Complies with 960°C glow-wire (IEC 60695-2-1)</p>  |
| 1.2.13.   | Weights & Dimensions   |
| 1.2.13.1. | <p>Dimensions</p> <p>Width/Height/Depth 172.0 / 198.8 / 76.6 mm</p>  |
| 1.2.13.2. | <p>Weight</p> <p>Including packaging approx. 1.5kg</p>   |
| 1.2.14.   | Sealing  |
| 1.2.14.1. | <p>Type</p> <p>Meter enclosure Factory sealed</p> <p>Terminal Cover Utility sealing wires (2 points)</p> <p>Long and short (default) covers</p>  |
| 1.2.15.   | Specifications Compliance & Approvals  |
| 1.2.15.1. | IEC 62053-21, IEC62053-23, IEC62055-41 and IEC62055-51, dlms   |

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**1.3. P160 PLC Customer Interface Unit**

|          |  |
|----------|--|
| 1.3.1.   | General Data   |
| 1.3.1.1. | Supply Voltage 110-240 VAC wide ranging power supply   |
| 1.3.1.2. | Supply Frequency 50Hz or 60Hz  |
| 1.3.1.3. | Power consumption (Burden)<br><1.5 W / <12 VA @ 230VAC, 50Hz   |
| 1.3.1.4. | Maximum Rated Current<br><120mA @ 230VAC, 50Hz   |
| 1.3.1.5. | Protective Class<br>Double insulated – Protective Class 2  |
| 1.3.1.6. | Supply Connection<br>Mains supply by means of integrated power cord. Variants are available with various international power plugs   |
| 1.3.1.7. | Battery<br>1 x 9 Volt (6LR61 type) battery   |
| 1.3.2.   | Communications Circuitry   |
| 1.3.2.1. | Type<br>Narrowband OFDM G3-PLC Power Line Carrier  |
| 1.3.2.2. | Protocol<br>Device Language Message Specification (DLMS)   |
| 1.3.2.3. | Specification compliance<br>IEC 61334-4-41, IEC 61334-5-2, and EN 50065-1  |
| 1.3.3.   | Operating Environment  |
| 1.3.3.1. | Temperature Range<br>Operating -10°C to +55°C<br>Storage -40°C to +70°C  |
| 1.3.3.2. | Relative Humidity (IEC 62052-11)<br>Maximum ≤ 95%; Annual mean <75%  |
| 1.3.4.   | Enclosure  |
| 1.3.4.1. | Type<br>Wall mounted with integrated AC power cord and sliding battery compartment   |
| 1.3.4.2. | Degree of Protection (IP Rating)<br>IP 51  |
| 1.3.4.3. | Material<br>UV Stable Polycarbonate/ABS blend with flame-retardant, Resistance to heat and fire<br>Complies with 960°C glow-wire (IEC 60695-2-1)<br>Resistance to spread of fire = UL94-V0 rated @1.5mm.<br>No toxic gases emitted: 'Green Material' |
| 1.3.4.4. | Dimensions<br>144mm(H) x 120mm(W) x 40.8mm(D)  |
| 1.3.4.5. | Weight<br>Including packaging1 approximately 350 g   |
| 1.3.5.   | Sealing & Access Control   |

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|----------|--|
| 1.3.5.1. | Battery Compartment<br>Type Sliding compartment for battery replacement  |
| 1.3.5.2. | Customer Interface Unit Enclosure<br>Factory sealed- no user serviceable parts   |
| 1.3.6.   | Man-Machine Interface  |
| 1.3.6.1. | Type<br>Pictographic/Numeric LCD display, keypad, multi-colour rate of consumption indicator and alert LED's and audible feedback                                    |
| 1.3.6.2. | Liquid Crystal Display (LCD)<br>Size 9cm <sup>2</sup> (50mm (W) x 26mm (H))<br>8 digits in value field, 6 digits in the index field<br>Digit size: 8mm (H) x 4mm (W) |
| 1.3.6.3. | Compliance / Certification<br>Designed to conform to SANS / IEC60950   |
| 1.3.6.4. | Keypad<br>16-key, including 12-key standard layout including "Information" and "Backspace" keys as well as separate additional smart user keys                       |
| 1.3.6.5. | Buzzer<br>Audible feedback on key press, token accept and reject melodies and alarms   |
| 1.3.6.6. | Rate of Consumption Indicator (Rate LED)<br>Multi-colour rate LED (colour indicates current credit level). Not for accuracy verification                             |
| 1.3.6.7. | Alarm Indicator<br>Multi-colour LED indications for ease of use and additional audible warning of critically low credit status or other operational warnings         |

## 2. ENERMAX INTELLIGENT DEVICE MANAGER (IDM)

|             |  |   |
|-------------|--|---|
| <b>2.1.</b> | <b>AUX POWER</b>                                   |   |
| 2.1.1.      | Type: EM-IDM-404<br>Voltage range<br><br>- Burden: | 3 x 57-230Vac to neutral.<br>50Vdc to 110Vdc.<br><1.0W <2.0VA.  |
| <b>2.2.</b> | <b>COMMUNICATIONS</b>                              |   |
| 2.2.1.      | - Wireless:  | GPRS or LAN, ZigBee (internal or external antenna).   |
| <b>2.3.</b> | <b>ELECTRICAL COMPLIANCE</b>                       |   |
| 2.3.1.      | - Insulation withstand:                            | IEC62052-11 (7.4) & (7.3.1 to 7.3.3).   |
| 2.3.2.      | - Impulse voltage:                                 | Test with accordance specified in IEC 60060-1.  |
| 2.3.3.      | - Electrostatic discharges:                        | IEC62052-11 (7.5.2) Contact discharged: 8kV.  |
| 2.3.4.      | - Electromagnetic RF Fields:                       | IEC62052-11 (7.5.3).<br>80 MHz–2 GHz tested to IEC61000-4-3, 10 and 30 V/m.<br>Radio Interference Suppression, IEC/CISPR 22 Class B |
| 2.3.5.      | - Fast Transient Burst:                            | IEC62052-11 (7.5.4). 4kV.   |
| 2.3.6.      | - Surge immunity                                   | IEC62052-11 (7.5.6). IEC62052-11 (7.5.6). 4kV.  |
| 2.3.7.      | - Real Time Clock:                                 | IEC62054-21 (7.5.2.2 & 7.5.2.3). Accuracy @ 25 Deg C: 0.5s/day.<br>Synchronizing crystal or line frequency.                         |

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|-------------|---------------------------------|---|
| 2.3.8.      | Battery:                        | (Only for real-time-clock support during power down).<br>Replaceable 3V Lithium, Battery model CR2032.<br>IDM powered-down total period, eight years. |
| <b>2.4.</b> | <b>ENVIRONMENTAL COMPLIANCE</b> |   |
| 2.4.1.      | - Shock and Vibration:          | IEC62052-11 (5.2.2.2) & (5.2.2.3).  |
| 2.4.2.      | - Shock:                        | IEC 60068-2-27, Vibration: IEC 60068-2-6.   |
| 2.4.3.      | - Humidity:                     | IEC62052-11 (6.2 & 6.3.3). None condensing up to 95%.   |
| 2.4.4.      | - Temperature:                  | IEC62052-11 (6.1) & IEC 62053-22 (8.2).<br>Operation range: -25°C to +55°C.<br>Storage range: -25°C to +70°C.<br>Coefficient Range: -20°C to +55°C    |
| 2.4.5.      | - Housing:                      | IEC62052-11 (5.9).<br>Impermeability: IP51.<br>Materials: IEC62052-11 (5.9).  |
| <b>2.5.</b> | <b>HOUSING</b>                  |   |
| 2.5.1.      | - Dimensions: Width:            | 170mm, Depth: 85mm, Height: 270mm.<br>With top mounting bracket in extended position add 22mm for total height.                                       |
| 2.5.2.      | - Mounting:                     | Mount IDM indoors on flat surface with three ≤6mm fixing screws.<br>Terminal cover secured with two wire sealable screws.                             |

3. **OM reserve the right to request a test certificate for any electricity meter supplied to OM.**

4. **METER SEALS GANSBAAI**

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



5. **METER SEALS HERMANUS**

5.1. SP1-Yel Quick Seal Yellow, red, blue



6. **ACRYLIC ART LIGHTING CONE ART A-BFH45-04**



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**7. FESTIVE ROPE LIGHTS 2 & 3 WIRE AND CONTROLLERS & ACCESSORIES**

(This section 7 will be evaluated and awarded as one item)

**ROPE LIGHT****7.1. TWO WIRE**

- 7.1.1. No of wires 2 core
- 7.1.2. Diameter 13mm round
- 7.1.3. x 50m roll
- 7.1.4. Voltage – 220/240 volt
- 7.1.5. Cutting line 1 meter
- 7.1.6. Maximum loading 100 m
- 7.1.7. Bulb specification 6.5 volt-0.07 amp-0.46 watt
- 7.1.8. Number of bulbs / unit 36 per meter
- 7.1.9. Power consumption 16.56 watts per meter

**7.2. THREE WIRE**

- 7.2.1. No of wires 3 core
- 7.2.2. Diameter 13mm round
- 7.2.3. Length per roll 50 meter
- 7.2.4. Voltage 220 / 240 volt
- 7.2.5. Cutting line 2 meter unit
- 7.2.6. Maximum loading 100m
- 7.2.7. Bulb specification 6.5 volt-0.06 amp-0.39 watt
- 7.2.8. Number of bulbs per unit 72 per meter
- 7.2.9. Power consumption 28.8 watt per meter

**7.3. COLOURS AS PER REQUIREMENT****7.3.1. Standard colours**

Clear, Red, Yellow, Blue, Green, Aqua Blue, Hellfire, Dark Grey, Sakura Pink, Orange, Purple, Fluorescent Green, Fluorescent Orange, Fluorescent Pink

**7.3.2. Pearl colours**

White (pearl), Red, Yellow, Blue, Green (Sea), Orange, Pink

**7.3.3. Multi-colour**

Red, Green, Blue

**7.4. CONTROLLERS.**

- 7.4.1. WI5C 6 Function Heavy Duty Controllers Loading length 100 m - 220/240 volt - 15 amp (or compatible)

Function settings

- 7.4.1.1. Static
- 7.4.1.2. FW Chasing
- 7.4.1.3. Flashing
- 7.4.1.4. Fading
- 7.4.1.5. Scanning Automatic Cycling
- 7.4.1.6. Sound/ Activated Chasing/Automatic Cycling

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- 7.4.2. WI310 – 13m X 3 Wire – 12 Meter Loading Length Mini Controllers 2 channel chasing movement Fast or slow moving setting 1.2 AMP (or compatible)

#### 7.5. FLEXI LIGHT ACCESSORIES

- 7.5.1. M1&M2 - 2M black power cord with power connector for mini Flexilight. W/2 pins- round plug (or compatible)
- 7.5.2. F1&F2 - 2M black power cord with power connector for instant Flexilight. W/2 PINS- round plug(or compatible)
- 7.5.3. C1&C2 - 2M black power cord with power connector for chasing Flexilight, W/2-pins round plug(or compatible)
- 7.5.4. M2 - power connector mini Flexilight(or compatible)
- 7.5.5. F2 - power connector for instant Flexilight(or compatible)
- 7.5.6. C2 - power connector for chasing Flexilight(or compatible)
- 7.5.7. M3 - splice connector for mini Flexilight(or compatible)
- 7.5.8. F3 - splice connector for instant Flexilight(or compatible)
- 7.5.9. C3 - splice connector for chasing Flexilight(or compatible)
- 7.5.10. M4 - end cap for mini Flexilight (100PCS = 1 PKT) (or compatible)
- 7.5.11. F4 - end cap for instant Flexilight (100PCS = 1 PKT) (or compatible)
- 7.5.12. C4 - end cap for chasing Flexilight (100PCS = 1PKT) (or compatible)
- 7.5.13. M9 - easy splice connector for mini Flexilight(or compatible)
- 7.5.14. F9 - easy splice connector for instant Flexilight(or compatible)
- 7.5.15. C9 - easy splice connector for chasing Flexilight(or compatible)

### 8. STREETLIGHT POLES (Items 4.1 to 4.6 on Pricing Schedule)

#### 8.1. STEEL POLES

- 8.1.1. 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:
- 8.1.1.1. 50 year mean return period;
- 8.1.1.2. Category 2, Class B structure;
- 8.1.1.3. Altitude: Sea level
- 8.1.2. 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 0.35m<sup>2</sup> in addition to the tapering projected area of the pole. All components to have a “Load factor” of greater than 1.9.
- 8.1.3. Poles to be constructed from pre-formed steel pipe of various sizes, welded together through reducers by means of continuous full strength butt welds – tubular stepped in sections.
- 8.1.4. Tubular material used to be grade 300MPa to SABS 657, with welding conforming to SABS 1200H, minimum thickness 4mm.
- 8.1.5. The poles and all ancillary items are to be hot dipped galvanized to SABS 763 specification or finished as specified.

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#### 8.1.6. Base Plate

- 8.1.6.1. 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.
- 8.1.6.2. For surface mounted poles, the size of the base plates to vary, to suit the height of the poles and luminaire configuration.
- 8.1.7. A single cable entry 100 x 500mm wide must be provided 400mm below ground level.
- 8.1.8. The planted streetlight poles to be supplied with a ground sleeve of 600mm long, either 3mm or 5mm thick or as required.
- 8.1.9. A flush mounted door to be supplied with the poles with allen cap locking method.
- 8.1.10. Single and double outreaches to be available with various overhangs and radius. Outreaches are either detachable or fixed to the pole shaft.
- 8.1.11. All luminaire spigots are to be in accordance with SABS 1088-1978 "Luminaire Entries and Spigots" with an Ø of 76mm.

### 8.2. CONCRETE POLES

- 8.2.1. Cable entry – 152mm x 152 x 51 – one entry only.
- 8.2.2. Switch boxes to have a wooden backboard with dimensions as detailed below and include a PVC plastic door with Allen screws:
- 8.2.3. 9.00m  
407mm x 127mm x 140mm deep
- 8.2.4. 4.50m – 7.20m  
394mm x 114mm x 127mm deep
- 8.2.5. Hot dipped galvanized epoxy coated spigots, Ø 76mm
- 8.2.6. To be designed to comply with the Requirements of SABS 470 – 2003.

### 9. Solderless Earth Connection (Items 6.8 on Pricing Schedule)

#### 9.1. Solderless Earthing for PILC Belted / Screened Cable

- 9.1.1. EAKT 1669 Earthing Kit for 16-120mm Termination
- 9.1.2. Diameter over lead sheath 28 – 39mm

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## 21. PRICING SCHEDULE

### NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

|   | INDICATE WITH AN 'X' |  |  |  |  |    |  |  |  |  |
|---|----------------------|--|--|--|--|----|--|--|--|--|
| Are you/is the firm a registered VAT Vendor | YES                  |  |  |  |  | NO |  |  |  |  |
| If "YES", please provide VAT number         |                      |  |  |  |  |    |  |  |  |  |

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

### PRICING SCHEDULE:

**P.T.O.**      

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MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code                                       | Description  | Est. qty. over the contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|---|--|------------------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|        |   |  |                                    | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 1.     | METERS  |  |                                    |   |    |                   |                             |                            |          |          |
| 1.1.   | MRF METERS (Specifications Par. B 1)                |  |                                    |   |    |                   |                             |                            |          |          |
| 1.1.1  | Stock 02M046  | Multi radio frequency meter:E460 1phase DIN Rail PLC (MCA 1x0 x R xx) (Landis or equivalent)           | 1650                               |   |    |                   |                             |                            |          |          |
| 1.1.2  | 02M050  | Multi radio frequency meter:E460 3phase G3-PLC (MMA 310 C A xx) (Landis or equivalent)                 | 60                                 |   |    |                   |                             |                            |          |          |
| 1.1.3  | Stock 02M047  | Keypad: P160 PLC Customer Interface Unit (stand-alone) (Landis or equivalent)                          | 1650                               |   |    |                   |                             |                            |          |          |
| 1.2.   | OTHER   |  |                                    |   |    |                   |                             |                            |          |          |
| 1.2.1  | Non Stock   | Enermax Intelligent Device Manager (IDM)   | 1                                  |   |    |                   |                             |                            |          |          |
|        | METER SEALS REF (Specifications Par. B 4.11 & 4.12) |  |                                    |   |    |                   |                             |                            |          |          |
| 1.2.2  | Non Stock   | Meter seals: Adjustable length plastic seal with very narrow tail and metal insert in locking chamber. | 100                                |   |    |                   |                             |                            |          |          |
| 1.2.3  | Non Stock   | Meter Seals: SP1-Yel Quick Seal, Yellow, Red & Blue  | 100                                |   |    |                   |                             |                            |          |          |
| 1.2.4  | Stock 02M300  | Metering Test Block, Front connected 13way HTB001  | 10                                 |   |    |                   |                             |                            |          |          |
| 1.2.5  | Non Stock   | Metering Test Block, Rear connected  | 2                                  |   |    |                   |                             |                            |          |          |
| 2.     | LIGHT FITTINGS AND ACCESSORIES                      |  |                                    |   |    |                   |                             |                            |          |          |
| 2.1.   | Non Stock   | Acrylic art lighting cone art AA-BFH45-04 light fitting (Or Compatible) (Specifications Par. B 5.9)    | 10                                 |   |    |                   |                             |                            |          |          |

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MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code                 | Description                     | Est. qty. over the contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|-------------------------------|---------------------------------|------------------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|        |                               |                                 |                                    | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 3.     | ROPE LIGHTS AND ACCESSORIES   |                                 |                                    |   |    |                   |                             |                            |          |          |
|        | ROPE LIGHT - STANDARD COLOURS |                                 |                                    |   |    |                   |                             |                            |          |          |
| 3.1.   | Non Stock                     | 2 Wire Rope light Yellow        | 1                                  |   |    |                   |                             |                            |          |          |
| 3.2.   | Non Stock                     | 2 Wire Rope light Blue          | 1                                  |   |    |                   |                             |                            |          |          |
| 3.3.   | Non Stock                     | 2 Wire Rope light Hellfire      | 1                                  |   |    |                   |                             |                            |          |          |
| 3.4.   | Non Stock                     | 2 Wire Rope light Dark Grey     | 1                                  |   |    |                   |                             |                            |          |          |
| 3.5.   | Non Stock                     | 3 Wire Rope light Hellfire      | 1                                  |   |    |                   |                             |                            |          |          |
| 3.6.   | Non Stock                     | 3 Wire Rope light Dark Grey     | 1                                  |   |    |                   |                             |                            |          |          |
|        | ROPE LIGHT PEARL COLOURS      |                                 |                                    |   |    |                   |                             |                            |          |          |
| 3.7.   | Non Stock                     | 2 Wire Rope light White (pearl) | 1                                  |   |    |                   |                             |                            |          |          |
| 3.8.   | Non Stock                     | 2 Wire Rope light Yellow        | 1                                  |   |    |                   |                             |                            |          |          |
| 3.9.   | Non Stock                     | 2 Wire Rope light Blue          | 1                                  |   |    |                   |                             |                            |          |          |
| 3.10.  | Non Stock                     | 2 Wire Rope light Green (Sea)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.11.  | Non Stock                     | 2 Wire Rope light Orange        | 1                                  |   |    |                   |                             |                            |          |          |
| 3.12.  | Non Stock                     | 2 Wire Rope light, Pink         | 1                                  |   |    |                   |                             |                            |          |          |
| 3.13.  | Non Stock                     | 3 Wire Rope light White (pearl) | 1                                  |   |    |                   |                             |                            |          |          |
| 3.14.  | Non Stock                     | 3 Wire Rope light Red           | 1                                  |   |    |                   |                             |                            |          |          |

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MUNICIPALITY

| Item #                           | OM stock code | Description  | Est. qty. over the contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|----------------------------------|---------------|--|------------------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|                                  |               |  |                                    | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 3.15.                            | Non Stock     | 3 Wire Rope light Yellow   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.16.                            | Non Stock     | 3 Wire Rope light Blue   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.17.                            | Non Stock     | 3 Wire Rope light Orange   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.18.                            | Non Stock     | 3 Wire Rope light, Pink  | 1                                  |   |    |                   |                             |                            |          |          |
| <b>ROPE LIGHT - MULTI COLOUR</b> |               |  |                                    |   |    |                   |                             |                            |          |          |
| 3.19.                            | Non Stock     | 2 Wire Rope light Red  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.20.                            | Non Stock     | 2 Wire Rope light, Green   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.21.                            | Non Stock     | 2 Wire Rope light Blue   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.22.                            | Non Stock     | 3 Wire Rope light Red  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.23.                            | Non Stock     | 3 Wire Rope light Green  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.24.                            | Non Stock     | 3 Wire Rope light Blue   | 1                                  |   |    |                   |                             |                            |          |          |
| <b>Rope Light Controllers</b>    |               |  |                                    |   |    |                   |                             |                            |          |          |
| 3.25.                            | Non Stock     | BI-310 - mini-controller for bi-color chameleon, 220V, function: gradual color change, speed adjustable(or compatible) | 1                                  |   |    |                   |                             |                            |          |          |
| <b>Flexi light Accessories</b>   |               |  |                                    |   |    |                   |                             |                            |          |          |
| 3.26.                            | Non Stock     | M1&M2 - 2M black power cord with power connector for mini Flexilight. W/2 pins- round plug (or compatible)             | 1                                  |   |    |                   |                             |                            |          |          |

|           |  |              |  |      |  |
|-----------|--|--------------|--|------|--|
| SIGNATURE |  | NAME (PRINT) |  | DATE |  |
| CAPACITY  |  | NAME OF FIRM |  |      |  |

MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code | Description   | Est. qty. over the contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|---------------|---|------------------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|        |               |   |                                    | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 3.27.  | Non Stock     | F1&F2 - 2M black power cord with power connector for instant Flexilight. W/2 pins- round plug (or compatible) | 1                                  |   |    |                   |                             |                            |          |          |
| 3.28.  | Non Stock     | C1&C2 - 2M black power cord with power connector for chasing Flexilight, W/2-pins round plug (or compatible)  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.29.  | Non Stock     | F2 - power connector for instant Flexilight (or compatible)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.30.  | Non Stock     | C2 - power connector for chasing Flexilight (or compatible)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.31.  | Non Stock     | M3 - splice connector for mini Flexilight (or compatible)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.32.  | Non Stock     | F3 - splice connector for instant Flexilight (or compatible)  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.33.  | Non Stock     | C3 - splice connector for chasing Flexilight (or compatible)  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.34.  | Non Stock     | M4 - End Cap For Mini Flexilight (100PCS = 1 PKT) (Or Compatible)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.35.  | Non Stock     | F4 - end cap for instant Flexilight (100PCS = 1 PKT) (or compatible)  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.36.  | Non Stock     | C4 - end cap for chasing Flexilight (100PCS = 1PKT) (or compatible)   | 1                                  |   |    |                   |                             |                            |          |          |
| 3.37.  | Non Stock     | M9 - easy splice connector for mini Flexilight (or compatible)  | 1                                  |   |    |                   |                             |                            |          |          |
| 3.38.  | Non Stock     | F9 - easy splice connector for instant Flexilight (or compatible)   | 1                                  |   |    |                   |                             |                            |          |          |

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| SIGNATURE |  | NAME (PRINT) |  | DATE |  |
| CAPACITY  |  | NAME OF FIRM |  |      |  |



MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code  | Description   | Est. qty. over the contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|--|---|------------------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|        |  |   |                                    | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 3.39.  | Non Stock  | C9 - easy splice connector for chasing Flexilight (or compatible) | 1                                  |   |    |                   |                             |                            |          |          |
| 4.     | <b>STREETLIGHT POLES ( Specifications Par. B 8 )</b> |   |                                    |   |    |                   |                             |                            |          |          |
| 4.1.   | Non Stock  | 4.2m Steel Pole   | 10                                 |   |    |                   |                             |                            |          |          |
| 4.2.   | Non Stock  | 5.7m Steel Pole   | 10                                 |   |    |                   |                             |                            |          |          |
| 4.3.   | Non Stock  | 7.2m Steel Pole   | 10                                 |   |    |                   |                             |                            |          |          |
| 4.4.   | Non Stock  | 10m Steel Pole  | 10                                 |   |    |                   |                             |                            |          |          |
| 4.5.   | Non Stock  | 11.5m Steel Pole  | 10                                 |   |    |                   |                             |                            |          |          |
| 4.6.   | Non Stock  | 14.5m Steel Pole  | 10                                 |   |    |                   |                             |                            |          |          |

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| SIGNATURE |  | NAME (PRINT) |  | DATE |  |
| CAPACITY  |  | NAME OF FIRM |  |      |  |

MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code        | Description                                 | Est. qty. contract period | Lead time (weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|----------------------|---|---------------------------|-------------------|-----------------------------|----------------------------|----------|----------|
|        |                      |   |                           |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 5.     | CURRENT TRANSFORMERS |   |                           |                   |                             |                            |          |          |
| 5.1.   | Non Stock            | Current Transformer: 100/5 (32mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.2.   | Stock 02M011         | Current Transformer: 150/5 (32mm Ring) CL1  | 6                         |                   |                             |                            |          |          |
| 5.3.   | Stock 02M012         | Current Transformer: 200/5 (32mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.4.   | Stock 02M013         | Current Transformer: 250/5 (32mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.5.   | Stock 02M031         | Current Transformer: 250/5 (36mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.6.   | Stock 02M014         | Current Transformer: 300/5 (36mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.7.   | Stock 02M015         | Current Transformer: 350/5 (36mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.8.   | Stock 02M016         | Current Transformer: 400/5 (36mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.9.   | Stock 02M018         | Current Transformer: 500/5 (65mm Ring )CL1  | 3                         |                   |                             |                            |          |          |
| 5.10.  | Stock 02M019         | Current Transformer: 600/5 (65mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.11.  | Stock 02M020         | Current Transformer: 700/5 (65mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.12.  | Stock 02M021         | Current Transformer: 800/5 (65mm Ring) CL1  | 3                         |                   |                             |                            |          |          |
| 5.13.  | Stock 02M022         | Current Transformer: 1000/5 (65mm Ring) CL1 | 3                         |                   |                             |                            |          |          |

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| SIGNATURE |  | NAME (PRINT) |  | DATE |  |
| CAPACITY  |  | NAME OF FIRM |  |      |  |

MUNISIPALITEIT



MUNICIPALITY

| Item #    | OM stock code  | Description  | Est. qty. contract period | Indicate if your offer complies with technical requirements |              | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |  |
|-----------|----------------|--|---------------------------|---|--------------|-------------------|-----------------------------|----------------------------|----------|----------|--|
|           |                |  |                           | Yes   | No           |                   |                             | Kleinmond                  | Hermanus | Gansbaai |  |
| 6.        | GENERAL        |  |                           |   |              |                   |                             |                            |          |          |  |
| 6.1.      | Stock 02E001   | Electro Flasher Unit: Model R1F 230V ("Omron" Or Compatible)       | 12                        |   |              |                   |                             |                            |          |          |  |
| 6.2.      | Stock 02F078   | Fluorescent Lamp Holder  | 20                        |   |              |                   |                             |                            |          |          |  |
| 6.3.      | Stock 02P001   | Pipe: 110mm X 6m Plasduct  | 420                       |   |              |                   |                             |                            |          |          |  |
| 6.4.      | Stock G0102D02 | Plugtops: 16a White Pvc  | 6                         |   |              |                   |                             |                            |          |          |  |
| 6.5.      | Stock K02S001  | Saddles: 20mm Galvanized   | 100                       |   |              |                   |                             |                            |          |          |  |
| 6.6.      | Stock K02S002  | Saddles: 40mm Galvanized   | 100                       |   |              |                   |                             |                            |          |          |  |
| 6.7.      | Stock 02P031   | Saddles: PVC 20mm  | 10                        |   |              |                   |                             |                            |          |          |  |
| 6.8.      | Stock G0102B11 | Earth Kit EAKT-1669 16-120mm Raychem/Tank (or equivalent)          | 6                         |   |              |                   |                             |                            |          |          |  |
| 6.9.      | Non Stock      | Wooden Droppers (Gum): ± 30mm X 1.2m – Natural                     | 10                        |   |              |                   |                             |                            |          |          |  |
| 6.10.     | Non Stock      | Double Sided GDA Tape 12mmx25m                                     | 2                         |   |              |                   |                             |                            |          |          |  |
| 6.11.     | Non Stock      | Double Sided GDA Tape 18mmx25m                                     | 2                         |   |              |                   |                             |                            |          |          |  |
| 6.12.     | Non Stock      | Double sided GDA Tape 24mmx25m                                     | 2                         |   |              |                   |                             |                            |          |          |  |
| 6.13.     | Non Stock      | Trotec Troply Laminates (Graflux or equivalent) White/red P206-206 | 2                         |   |              |                   |                             |                            |          |          |  |
| 6.14.     | Non Stock      | Trotec Troply Laminates (Graflux or equivalent) Blue/white M512    | 2                         |   |              |                   |                             |                            |          |          |  |
| 6.15.     | Non Stock      | Trotec Troply Laminates (Graflux or equivalent) Black/White SW019  | 2                         |   |              |                   |                             |                            |          |          |  |
| SIGNATURE |                |  |                           |   | NAME (PRINT) |                   |                             |                            |          | DATE     |  |
| CAPACITY  |                |  |                           |   | NAME OF FIRM |                   |                             |                            |          |          |  |

MUNISIPALITEIT



MUNICIPALITY

| Item # | OM stock code | Description   | Est. qty. contract period | Indicate if your offer complies with technical requirements |    | Lead time (Weeks) | Manufacturer & model / type | Tender Price Including VAT |          |          |
|--------|---------------|---|---------------------------|---|----|-------------------|-----------------------------|----------------------------|----------|----------|
|        |               |   |                           | Yes   | No |                   |                             | Kleinmond                  | Hermanus | Gansbaai |
| 6.16.  | Non Stock     | Trotec Troply Laminates (Graflux or equivalent) Yellow/black P744-206 | 2                         |   |    |                   |                             |                            |          |          |
| 6.17.  | Stock K02P001 | Pipe: 40mm x 4m Conduit Bosal Galv.                                   | 10                        |   |    |                   |                             |                            |          |          |
| 6.18.  | Non Stock     | Guy Grips – AL Blue 1250mm  | 2                         |   |    |                   |                             |                            |          |          |
| 6.19.  | Non Stock     | Guy Grips – AL Yellow 920mm   | 2                         |   |    |                   |                             |                            |          |          |
| 6.20.  | Non Stock     | Guy Grips – AL Green 1100mm   | 2                         |   |    |                   |                             |                            |          |          |
| 6.21.  | Non Stock     | Double Switch Socket  | 10                        |   |    |                   |                             |                            |          |          |
| 6.22.  | Non Stock     | Single Switch Socket With 3 X 5a Euro Sockets                         | 10                        |   |    |                   |                             |                            |          |          |
| 6.23.  | Non Stock     | 1L 2x4 Switch Complete With Cover                                     | 10                        |   |    |                   |                             |                            |          |          |
| 6.24.  | Non Stock     | 2L 2x4 Switch Complete With Cover                                     | 10                        |   |    |                   |                             |                            |          |          |
| 6.25.  | Non Stock     | 3L 2x4 Switch Complete With Cover                                     | 10                        |   |    |                   |                             |                            |          |          |
| 6.26.  | Non Stock     | 4L 2x4 Switch Complete With Cover                                     | 10                        |   |    |                   |                             |                            |          |          |
| 6.27.  | Non Stock     | PVC Wonder Box 2 X 4  | 20                        |   |    |                   |                             |                            |          |          |
| 6.28.  | Non Stock     | PVC Wonder Box 4 X 4  | 20                        |   |    |                   |                             |                            |          |          |
| 6.29.  | Non Stock     | Connector Blocks 10 Amp   | 50                        |   |    |                   |                             |                            |          |          |
| 6.30.  | Non Stock     | 4Ft LED lamps   | 10                        |   |    |                   |                             |                            |          |          |
| 6.31.  | Non Stock     | 5Ft LED lamps   | 10                        |   |    |                   |                             |                            |          |          |
| 6.32.  | Non Stock     | 85W E40 Spiral E/saver  | 10                        |   |    |                   |                             |                            |          |          |
| 6.33.  | Non Stock     | Earth Leakage 3 Pole + N 6kA 80A - SF36C                              | 2                         |   |    |                   |                             |                            |          |          |

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| SIGNATURE |  | NAME (PRINT) |  | DATE |  |
| CAPACITY  |  | NAME OF FIRM |  |      |  |



## 22. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS/WORKS

### NB:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

### PART 1 (To be completed by the BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **OVERSTRAND MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **SC1858/2018: SUPPLY AND DELIVERY OF ELECTRICAL ITEMS FOR A CONTRACT PERIOD ENDING 30 JUNE 2021** at the price(s) as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    1. Invitation to bid
    2. Tax clearance certificate
    3. Pricing schedule(s)
    4. Technical Specification(s)
    5. Preference claims in terms of the Preferential Procurement Regulations 2011
    6. Declaration of interest
    7. Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
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 authorised to sign this contract.

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |
| WITNESS 1:   |  | WITNESS 2:   |  |
| DATE:        |  |              |  |

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (To be completed by OVERSTRAND MUNICIPALITY)**

1. I, \_\_\_\_\_,  
in my capacity as \_\_\_\_\_,  
accept your bid under reference number \_\_\_\_\_,  
dated \_\_\_\_\_,  
for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY**

|               |  |                        |
|---------------|--|------------------------|
| SIGNATURE:    |  | <b>OFFICIAL STAMP:</b> |
| NAME (PRINT): |  |                        |
| WITNESS 1:    |  |                        |
| WITNESS 2:    |  |                        |

**23. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |
| WITNESS 1    |  | WITNESS 2    |  |



## PART C – DATABASE REGISTRATION

|                                  |  |           |  |
|----------------------------------|--|-----------|--|
| <b>A</b>                         | If you are a bidder, <b>DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, <b>COMPLETE THIS SECTION</b> |           |  |
| SCM DATABASE REGISTRATION NUMBER |  | <b>SC</b> |  |
| NAME OF FIRM                     |  |           |  |
| SIGNATURE                        |  | CAPACITY  |  |
| NAME (PRINT)                     |  |           |  |

|          |  |
|----------|--|
| <b>B</b> | If you are a bidder, <b>NOT DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms: |
| 1        | Database Registration Form   |
| 2        | Questionnaire For Preferential Procurement Policy  |
| 3        | Declaration By Supplier  |
| 4        | National Small Business Act No. 102 Of 1996 Classification   |
| 5        | Documents Required   |
| 6        | Nature Of Operations, Products Or Services   |
| 7        | Credit Order Instruction   |





## FOR OFFICE USE ONLY


| <b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>  |  |                |  |    |  |
|---|--|----------------|--|----|--|
| <b>1</b>  | Database Registration Form   | Yes            |  | No |  |
| <b>2</b>  | Questionnaire For Preferential Procurement Policy                        | Yes            |  | No |  |
| 2.1   | BBBEE Certificate / Letter from Auditor                                  |                |  |    |  |
| <b>3</b>  | Declaration By Supplier  | Yes            |  | No |  |
| <b>4</b>  | National Small Business Act No. 102 Of 1996 Classification               | Yes            |  | No |  |
| <b>5</b>  | Nature Of Operations, Products Or Services                               | Yes            |  | No |  |
| <b>6</b>  | Credit Order Instruction   | Yes            |  | No |  |
| <b>7</b>  | <b>Documents Required:</b>   |                |  |    |  |
| 7.1   | Copy of Company Registration Documentation                               | Yes            |  | No |  |
| 7.2   | Tax Clearance Certificate  | Yes            |  | No |  |
| 7.3   | PAYE   | Yes            |  | No |  |
| 7.4   | UIF Certificate / proof  | Yes            |  | No |  |
| 7.5   | WCA Certificate / Letter of Good Standing                                | Yes            |  | No |  |
| 7.6   | Copies of ID documents of Directors / Members / Shareholders / Partners. | Yes            |  | No |  |
| <b>8.</b>   | <b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
|   |  |                |  |    |  |
| <i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i> |  |                |  |    |  |
|   | <b>Removed</b>   | <b>Checked</b> |  |    |  |
| <b>Print Name</b>   |  |                |  |    |  |
| <b>Signature</b>  |  |                |  |    |  |
| <b>Date</b>   |  |                |  |    |  |

**DATABASE REGISTRATION FORM**

VAT/BTW REG. NO: 4140106396

www.overstrand.gov.za

OM-C1

|  |  |   |  |   |  |   |   |   |   |  |
|--|--|---|--|---|--|---|---|---|---|--|
| <b>HERMANUS</b><br>Magnoliastraat 1 Magnolia Street<br>☎ 20 7200<br>Tel. 028 313 8152<br>Faks/Fax. 028 313 8182  | <b>HANGKLIP-KLEINMOND</b><br>5de Laan 39 5th Avenue<br>Privaatsak X3 Private Bag 7195<br>Tel. 028 271 8400<br>Faks/Fax. 028 271 4100 |    | <b>STANFORD</b><br>Queen Victoriastraat 15 Queen Victoria Street<br>☎ 84 7210<br>Tel. 028 341 0640<br>Faks/Fax. 028 341 0445 | <b>GANSBAAI</b><br>Hoofstraat Main Road<br>☎ 26 7220<br>Tel. 028 384 0111<br>Faks/Fax. 028 384 0241 |  |   |   |   |   |  |
| <b>KREDITEURE:</b><br>Registrasie op databasis ingevolge:  |  | Wet op die Raamwerk vir Voorkeurverkrigingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermentskennisgewing No.97 van 03 Februarie 2000 – Staatskoerant Nr. 20854); Voorkeurverkrigingsregulasies (No. R.502 van 8 Junie 2011) uitgevaardig ingevolge bogemelde Wet (Staatskoerant Nr. 34350); Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003; Munisipale Voorsieningskanaalbestuursregulasies (Nr. 868 van 30 Mei 2005 – Staatskoerant Nr. 27636)  |  |   |  |   |   |   |   |  |
| <b>CREDITORS:</b><br>Registration on data base in terms of:  |  | Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854); Preferential Procurement Regulations (No. R.502 of 8 June 2011) promulgated in terms of abovementioned Act (Government Gazette No. 34350); Local Government: Municipal Finance Management Act No. 56 of 2003; Municipal Supply Chain Management Regulations (No. 868 of 30 May 2005 – Government Gazette No. 27636)  |  |   |  |   |   |   |   |  |
| <b>ABANTU ENINAMATYALA KUBO:</b><br>Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathalele..  |  | Ubume benkqubo ekhethekileyo yokufumana Umthetho ongunombolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000-Iphepha-ndaba lombuso likaRhulumente unombolo 20854); Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R502 ka-Juni 2011) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (Iphepha-ndaba lombuso likaRhulumente elingunombolo 34350; Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongunombolo 56 ka -2003; Ummiselo weNgqubo yoLawulo lweTyathanga loKubonelela kaMasipala (Inombolo 868 ye 30 Meyi 2005- Isaziso sika Rhulumente -Nombolo 27636) |  |   |  |   |   |   |   |  |
| Handelsnaam van onderneming<br>Trade name of enterprise<br>Igama lokushishina loshishino   |  |   |  |   |  |   |   |   |   |  |
| Posadres / Postal address<br>Idilesi yeposi  |  |   |  |   |  |   |   |   |   |  |
| Plaasnaam/Besigheid straat adres<br>/ Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino   |  |   |  |   |  |   |   |   |   |  |
| Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlolo lwemisebenzi eyenziwayo necandelo   |  |   |  |   |  |   |   |   |   |  |
| Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlolo loshishino (Phawula ngo-X)   | 1  | Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye  | 2  | Vennootskap/ Partnership/ Uthelelwano   | 3  | Openbare Sektor / Public Sector / Icandelo lomntu wonke | 4 | Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalekileyo | 5 | Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasi, njl-njl. |
| Total number of years the Enterprise has been in business  |  |   |  |   |  |   |   |   |   |  |
| CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)   |  |   |  |   |  |   |   |   |   |  |
| BTW nommer / VAT number/ inombolo ye-VAT   |  |   |  |   |  |   |   |   |   |  |
| Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.                 |  |   |  |   |  |   |   |   |   |  |
| Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungazibhaleli nayiphi na into engaphezulu, nika izezithu:             |  |   |  |   |  |   |   |   |   |  |
| <b>Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkukacha zomntu othatha uxanduva okanye zomnini</b>   |  |   |  |   |  |   |   |   |   |  |
| Van / Surname / Ifani  |  |   |  |   |  |   |   |   |   |  |
| Voornaam / First name / Amagama  |  |   |  |   |  |   |   |   |   |  |
| Hoedanigheid / Designation / Ubume emsebenzini   |  |   |  |   |  |   |   |   |   |  |
| <b>Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkukacha zomntu womanyano (Umntu onika iimbuyiselo)</b>   |  |   |  |   |  |   |   |   |   |  |
| Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani   |  |   |  |   |  |   |   |   |   |  |
| Hoedanigheid/Designation/Ubume omsebenzi   |  |   |  |   |  |   |   |   |   |  |
| Selfoon / Cell phone / Iselfoni  |  |   |  |   |  |   |   |   |   |  |
| Telefoon nr./Telephone no. /inombolo yefoni  |  |   |  |   |  |   |   |   |   |  |
| Faksnr. / Fax no. / Inombolo yeFeksi   |  |   |  |   |  |   |   |   |   |  |
| e-pos adres / e-mail address / I-imeyile   |  |   |  |   |  |   |   |   |   |  |
| Meld taalvoorkeur / Indicate language preference   |  |   |  |   | <div style="display: flex; justify-content: space-around;"> <span><b>Afrikaans</b></span> <span><b>English</b></span> </div> |   |   |   |   |  |
| Ek verklaar dat die inligting wat hierin verstrek is, waar en juist is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulungile. |  |   |  |   |  |   |   |   |   |  |
| Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.  |  |   |  |   |  |   |   |   |   |  |
| Naam / Name / Igama  |  |   |  |   | Datum / Date / Umhla   |   |   |   |   |  |

**PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY**

PREFERENTIAL PROCUREMENT REGULATIONS 2011

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

1.1. In terms of Regulation 5 (2) and 6 (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                               |

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or an originally certified copy thereof, substantiating their B-BBEE rating by a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2. BID DECLARATION

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

| 2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1 |  |
|---|--|
| 2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate       |  |
| 2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)  |  |

*(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof).*

|   |  |                                      |
|---|--|--------------------------------------|
| 3 | Persentasie aandeelhouding van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka) | %                                    |
| 4 | Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?<br>Is your business established within the area of jurisdiction of the Municipality?<br>Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?   | In/Ngaphakathi<br>Uit/Out/Ngaphandle |

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

|  |                                    |
|--|------------------------------------|
| Handtekening / Signature / Osayinileyo | Getuie / As Witness / Njengengqina |
|--|------------------------------------|

## DECLARATION BY SUPPLIER

|       |  |     |  |    |
|-------|--|-----|--|----|
| 1.    | This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.  |     |  |    |
| 2.(a) | Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.   |     |  |    |
| 2.(b) | <p>The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:</p> <ul style="list-style-type: none"> <li>(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;</li> <li>(ii) been convicted for fraud or corruption during the past five years;</li> <li>(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;</li> <li>(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or</li> <li>(v) 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).</li> </ul> |     |  |    |
| 3.    | In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.   |     |  |    |
| 3.1   | Print full Name:   |     |  |    |
| 3.2   | Company/CC Registration or ID Number:  |     |  |    |
| 3.3   | Are you presently <i>in the service of the state</i> ? *   | YES |  | NO |
| 3.3.1 | If so, furnish particulars.  |     |  |    |
| 3.4   | Have you been <i>in the service of the state</i> for the past twelve months?   | YES |  | NO |
| 3.4.1 | If so, furnish particulars.  |     |  |    |
| 3.5   | Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?  | YES |  | NO |
| 3.5.1 | If so, furnish particulars.  |     |  |    |
| 3.6   | Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?   | YES |  | NO |
| 3.6.1 | If so, furnish particulars.  |     |  |    |
| 3.7   | Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?   | YES |  | NO |
| 3.7.1 | If so, furnish particulars.  |     |  |    |
| 3.8   | Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?  | YES |  | NO |
| 3.8.1 | If so, furnish particulars.  |     |  |    |
| 3.9   | Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  | YES |  | NO |
| 3.9.1 | If so, furnish particulars.  |     |  |    |

|        |  |     |  |    |  |
|--------|--|-----|--|----|--|
| 3.10   | Is the supplier 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)?   | YES |  | NO |  |
| 3.10.1 | If so, furnish particulars.  |     |  |    |  |
| 3.11   | Was the supplier 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 |  |
| 3.11.1 | If so, furnish particulars.  |     |  |    |  |
| 3.12   | Does the supplier 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 |  |
| 3.12.1 | If so, furnish particulars.  |     |  |    |  |
| 3.13   | Was any contract between the supplier 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 |  |
| 3.13.1 | If so, furnish particulars.  |     |  |    |  |

**CERTIFICATION**

I, THE UNDERSIGNED, \_\_\_\_\_, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

|                  |                 |             |
|------------------|-----------------|-------------|
|                  |                 |             |
| <b>Signature</b> | <b>Position</b> | <b>Date</b> |

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

6. a member of –
  - 6.1. any municipal council;
  - 6.2. any provincial legislature; or
  - 6.3. the national Assembly or the national Council of provinces;
7. a member of the board of directors of any municipal entity;
8. an official of any municipality or municipal entity;
9. 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);
10. a member of the accounting authority of any national or provincial public entity; or
11. an employee of Parliament or a provincial legislature.

|  |   |
|--|---|
| <p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____,</p> <p>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.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p><b>Apply official stamp of authority on this page:</b></p> |
|--|---|

**ETHICS COMMITMENT FOR SUPPLIERS OF THE OVERSTRAND LOCAL MUNICIPALITY**

**In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).
- We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
- We will ensure to comply with legislative requirements applicable.
- We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.
- We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

**This is our commitment to help build an ethical Overstrand.**

|                                   |  |
|-----------------------------------|--|
| <b>Name of Company:</b>           |  |
| <b>Name of authorised person:</b> |  |
| <b>Signature:</b>                 |  |
| <b>Date:</b>                      |  |

**Please provide the following information on ALL directors / shareholders / trustees / members below:**

| Full Name and Surname | Identity Number | Personal Income Tax Number | Government Employee Number |
|-----------------------|-----------------|----------------------------|----------------------------|
|                       |                 |                            |                            |
|                       |                 |                            |                            |
|                       |                 |                            |                            |
|                       |                 |                            |                            |
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|                       |                 |                            |                            |

**MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**
**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY** (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 Overstrand 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:** Please attach certified copy(ies) of ID document(s)

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

| Signature | Position | Date |
|-----------|----------|------|

|   |   |
|---|---|
| <p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>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.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p><b>Apply official stamp of authority on this page:</b></p> |
|---|---|

## National Small Business Act No. 102 of 1996 Classification

### 1. Indicate your Economic Sector - Give full description in 1.4 on page 1

| Sector or sub-sectors in accordance with<br>the Standard Industrial Classification |     |
|--|-----|
| Please indicate your Sector  | "X" |
| All Tiers of Government<br>00001 - 09999   |     |
| Agriculture<br>11001 - 14999   |     |
| Mining and Quarrying<br>21001 - 29999  |     |
| Manufacturing<br>30001 - 39999   |     |
| Electricity, Gas and Water<br>41001 - 42999  |     |
| Construction<br>50001 - 50999  |     |
| Wholesale Trade, Commercial<br>Agents and Allied Services<br>58001 - 61999         |     |
| Retail and Motor Trade and Repair<br>Services<br>62101 - 63500                     |     |
| Catering, Accommodation and<br>other Trade<br>64101 - 64299                        |     |
| Transport, Storage and<br>Communications<br>71001 - 75999                          |     |
| Finance and Business Services<br>81001 - 88999                                     |     |
| Community, Social and Personal<br>Services<br>91001 - 99999                        |     |

### 2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.

| Size of class  | Total full-<br>time<br>equivalent of<br>paid<br>employees<br>Less than: | Total annual<br>turnover<br>Less than: | Total gross<br>asset value<br>(fixed property<br>excluded)<br>Less than: | Indicate the<br>category of<br>your<br>business<br>"X" |
|----------------|---|--|--|--|
| Not applicable | Not applicable  | Not applicable                         | Not applicable   | Not applicable   |
| Medium         | 100   | R 5 m                                  | R 5 m  |  |
| Small          | 50  | R 3 m                                  | R 3 m  |  |
| Very small     | 10  | R 0.50 m                               | R 0.50 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 39 m                                 | R 23 m   |  |
| Small          | 50  | R 10 m                                 | R 6 m  |  |
| Very small     | 20  | R 4 m                                  | R 2 m  |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 51 m                                 | R 19 m   |  |
| Small          | 50  | R 13 m                                 | R 5 m  |  |
| Very small     | 20  | R 5 m                                  | R 2 m  |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 51 m                                 | R 19 m   |  |
| Small          | 50  | R 13 m                                 | R 5 m  |  |
| Very small     | 20  | R 5.10 m                               | R 1.90 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 26 m                                 | R 5 m  |  |
| Small          | 50  | R 6 m                                  | R 1 m  |  |
| Very small     | 20  | R 3 m                                  | R 0.50 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 64 m                                 | R 10 m   |  |
| Small          | 50  | R 32 m                                 | R 5 m  |  |
| Very small     | 20  | R 6 m                                  | R 0.60 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 39 m                                 | R 6 m  |  |
| Small          | 50  | R 19 m                                 | R 3 m  |  |
| Very small     | 20  | R 4 m                                  | R 0.60 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 13 m                                 | R 3 m  |  |
| Small          | 50  | R 6 m                                  | R 1 m  |  |
| Very small     | 20  | R 1.50 m                               | R 0.90 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 26 m                                 | R 6 m  |  |
| Small          | 50  | R 13 m                                 | R 3 m  |  |
| Very small     | 20  | R 3 m                                  | R 0.60 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 26 m                                 | R 5 m  |  |
| Small          | 50  | R 13 m                                 | R 3 m  |  |
| Very small     | 20  | R 3 m                                  | R 0.50 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |
| Medium         | 200   | R 13 m                                 | R 6 m  |  |
| Small          | 50  | R 6 m                                  | R 3 m  |  |
| Very small     | 20  | R 1 m                                  | R 0.60 m   |  |
| Micro          | 5   | R 0.20 m                               | R 0.10 m   |  |



**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

Please list the products/services provided by your enterprise under the appropriate headings.

Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box ✓ and (i.e. nature of operations, products or services):

|                          |  |                            |  |
|--------------------------|--|----------------------------|--|
| <b>PRIMARY FUNCTION:</b> |  | <b>SECONDARY FUNCTION:</b> |  |
| <b>PRODUCTS</b>          |  | <b>PRODUCTS</b>            |  |
|                          |  |                            |  |
|                          |  |                            |  |
|                          |  |                            |  |
|                          |  |                            |  |
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|                          |  |                            |  |
|                          |  |                            |  |
| <b>SERVICES</b>          |  | <b>SERVICES</b>            |  |
|                          |  |                            |  |
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|                          |  |                            |  |
| <b>LABOUR</b>            |  | <b>LABOUR</b>              |  |
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| <b>EQUIPMENT</b>         |  | <b>EQUIPMENT</b>           |  |
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DOCUMENTS REQUIRED

| DOCUMENTS REQUIRED                    | SOLE PROPRIETOR                      | CC'S AND PRIVATE COMPANIES           | PARTNER-SHIPS                        | PUBLIC COMPANY                       | BUSINESS TRUST                        | NON PROFIT ORGANIZATIONS (NPO)          | WHERE TO GET DOCUMENTS                |
|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|---------------------------------------|---|---------------------------------------|
| COMPANY REGISTRATION CERTIFIED COPIES | N/A                                  | Certificate of incorporation CK1/CK2 | Partnership agreement                | Certificate of Incorporation CM3     | Trust agreement                       | Certificate of Incorporation Section 21 | Registrar of CC's & Companies         |
| PROOF OF OWNERSHIP CERTIFIED COPIES   | N/A                                  | Shareholding CK1/CK2                 | Partnership agreement                | Shareholding CM3                     | Trustees details: Letter of Authority | Auditor's letter no shareholding        | Registrar of CC'S & Companies         |
| PROOF OF BANKING                      | Bank statement/ cancelled cheque     | Bank statement/ cancelled cheque     | Bank statement/ cancelled cheque     | Bank statement/ cancelled cheque     | Bank statement/ cancelled cheque      | Bank statement/ cancelled cheque        | Branch of bank at which Account is.   |
| TAX CLEARANCE CERTIFICATE             | For the Owner or the business        | For the company / cc                 | For each individual shareholder      | For the company                      | For the trust                         | For the NPO                             | SARS                                  |
| P.A.Y.E                               | If staff are employed                | If staff are employed                | If staff are employed                | If staff are employed                | If staff are employed                 | If staff are employed                   | SARS                                  |
| VAT REGISTRATION                      | Yes                                  | Yes                                  | Yes                                  | Yes                                  | Yes                                   | Yes                                     | SARS                                  |
| U.I.F Certificate                     | YES                                  | YES, if staff remuneration           | YES, if staff remuneration           | YES, if staff remuneration           | YES, if staff remuneration            | YES, if staff remuneration              | Department of Labour                  |
| Workman's Compensation                | YES, if staff remuneration           | YES, if staff remuneration           | YES, if staff remuneration           | YES, if staff remuneration           | YES, if staff remuneration            | YES, if staff remuneration              | Department of Labour                  |
| Security Officer's Board              | If applicable –for security industry | If applicable –for security industry | If applicable –for security industry | If applicable –for security industry | If applicable –for security industry  | If applicable –for security industry    | Security Service Regulatory Authority |
| Proof of Disability                   | If owner is disabled                 | If Shareholder is disable            | If Shareholder is disabled           | If Shareholder is disable            | If Shareholder is disable             | If Shareholder is disabled              |                                       |
| Proof of Identity CERTIFIED           | Owner                                | Directors / Members                  | Partners                             | Directors                            | Trustees                              | Directors                               |                                       |

FOR OFFICE USE ONLY:

|                              |  |               |  |
|------------------------------|--|---------------|--|
| BUSINESS NAME                |  |               |  |
| DATE RECEIVED                |  | DATE CAPTURED |  |
| ACCEPTED                     |  |               |  |
| DATABASE REGISTRATION NUMBER |  |               |  |