



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0008/2020/21 - APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STREELIGHT AND HIGHMAST LUMINAIRES TO STORES AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYSICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



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DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed
In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.
 - **MBD 1** must be fully completed and signed
 - **PRICING SCHEDULE** must be fully completed and signed
 - **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)
 - **MBD 6.1** – must be fully completed.
 - **MBD 7.2** must be fully completed.
 - **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - **MBD 9** - must be fully completed and signed
 - **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
 - Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
 - **SIGNATORY AUTHORISATION** – complete and sign the form
 - The document must not be dismantled, page numbers must be sequential



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THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with tender reference number.
- ✓ CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for the company's address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached



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VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.



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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DTIS/0008/2020/21	CLOSING DATE:	15 JUNE 2021	CLOSING TIME:	09H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STREELIGHT AND HIGHMAST LUMINAIRES TO STORES AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY					
MISSIONARY MPHENI HOUSE					
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
<p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p>		<p><i>TOTAL BID PRICE</i></p>	<p>R</p>
<p><i>SIGNATURE OF BIDDER</i></p>	<p>.....</p>	<p><i>DATE</i></p>	
<p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>SCM</p>	<p>CONTACT PERSON</p>	<p>MR JOSEPH KGATLE</p>
<p>CONTACT PERSON</p>	<p>MR J MASINGA</p>	<p>TELEPHONE NUMBER</p>	<p>014 590 3259</p>
<p>TELEPHONE NUMBER</p>	<p>0145903123</p>	<p>E-MAIL ADDRESS</p>	<p>lkgatle@rustenburg.gov.za</p>
<p>E-MAIL ADDRESS</p>	<p>jmasinga@rustenburg.gov.za &tenders@rustenburg.gov.za</p>		



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**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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1. Sealed bid documents marked: **“RLM/DTIS/0008/2020/21 - APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STREELIGHT AND HIGHMAST LUMINAIRES TO STORES AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **15 JUNE 2021 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
2. One sealed envelope containing **ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS), AND PREFERENTIAL POINT SYSTEM (80 PRICE & 20 BBBEE)**
3. must be deposited in the box before the closing date and time.
4. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
5. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
6. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
7. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
8. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
9. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
10.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY
P.O. BOX 16
MISSIONARY MPHENI HOUSE



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GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.



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

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

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General



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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 nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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



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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents



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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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



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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance



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21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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



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23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



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26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties



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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

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

35.2 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.



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SPECIFICATIONS

STANDARD TECHNICAL SPECIFICATION: LV-011/20

STREETLIGHT LUMINAIRES (HPS) – HIGH PRESSURE SODIUM – SON – T LAMP

1. SCOPE

This specification covers the requirements for the supply and delivery of streetlight luminaires with HPS SON T lamps separately for each to the Rustenburg Local Municipality.

2. GENERAL INFORMATION

2.1 System particulars:

Normal operating voltage	:	400/230 Volt
Frequency	:	50 Hz
Number of phases	:	3
Neutral earthing	:	Solid

2.2 Service conditions:

Maximum temperature	:	40° C
Altitude	:	1200 m above sea level
Lightning conditions	:	Severe

3. STANDARDS

All luminaires manufactured and supplied must comply with the latest edition, including all amendments up to date of tender of all relevant SABS standards with reference to **ARP 035**.

SABS “**ARP 035**” Guidelines for the installation and maintenance of street lighting - Recommended Practice.

4. CONFORMANCE TO STANDARDS

- 4.1 All luminaires shall bear the SABS 1277 mark and the SABS 1464 (SABS 60598-2-3) safety mark.
- 4.2 All spigot entries shall comply with SABS 1088 - Table 1.
- 4.3 The degree of protection shall comply with SABS 1222 and TABLE B-1 of SABS 098: Part 1 – 1990 with reference to SABS “ARP 035”, SABS IEC 60529.



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5. GENERAL REQUIREMENTS

- 5.1 All luminaires shall preferably consist of a lamp compartment, control gear compartment and spigot compartment for thermal and IP reasons. (3 – Compartment)
- 5.2 All luminaires shall be able to withstand ambient temperatures of at least 35° C, without resulting in any electrical or mechanical component exceeding its maximum allowed operating temperature.
- 5.3 The data shall be in hard copy and on electronic media.

NOTE : Only SABS test reports and Photometric data are acceptable.

- 5.5 Luminaires shall be permanently marked with the wattage of lamp which can be used.
- 5.6 The control gear shall be an integral part of the luminaire.
- 5.7 The Maintenance factor of 0,75 shall apply to light distribution tables, which is derived from luminaires with at least an IP65 rating, installed in dirty environmental conditions over a period of 3 years and a lamp lumens depreciation factor of 0.9.

6. LAMP HOUSING COMPARTMENT

- 6.1 The lamp housing compartment shall be robustly constructed and shall be weatherproof, hail proof, corrosion proof and vandal resistant as specified in SABS “ARP 035”.
- 6.2 It shall be manufactured from filled **ultra-violet stabilized engineering polymer and not fiberglass** for Rustenburg’s conditions and must preferably be gray in colour.
- 6.3 The gasket sealing the lamp compartment shall be made of silicon sponge rubber and shall be fitted into a tongue and groove arrangement.
- 6.6 Reflectors shall be manufactured from 99,98% pure deep anodized aluminium and shall not be subjected to accidental misalignment.
- 6.7 The lamp holder shall comply with VC 8011/ SABS 165 and shall be rated to withstand 240 degree Celsius and constructed in such a way as to stop the lamp vibrating loose. **Only porcelain lamp holders shall be accepted.**
- 6.8 The IP rating of the housing compartment shall preferably be IP 66 as indicated in chapter 4 of SABS - ARP 035. Deviation must be indicated in the cover letter.



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7. CONTROL GEAR COMPARTMENT

- 7.1 The control gear compartment of the 70/150 Watt High Pressure Sodium luminaires shall be manufactured as per clause 6.1.
- 7.2 The control gear compartment of the 150, 250 and 400 Watt High Pressure Sodium luminaires shall be manufactured from high pressure die-cast aluminium to ensure good heat dissipation and optimum strength.
- 7.3 The compartment shall be protected by a hinged non-corrosive cover and shall be accessible from underneath.
- 7.4 The control gear shall not be mounted on the gear tray cover but on a removable gear tray and be suitable for operation with the specified rating of the lamp on a 240 V+3%/-10% 50 Hz single phase system.
- 7.5 All control gear components shall be removable and bear the relevant SABS mark.
- 7.6 All internal wiring shall be Teflon coated with protective sleeving to prevent damage by possible abrasion.
- 7.7 All screws, bolts and metals shall be stainless steel or of non-corrosive material.
- 7.8 Mains connections shall be by means of a suitable screw terminal block with a wire clamping contact.
- 7.9 Igniters, where applicable, shall be of the superposed pulse type. The luminaire shall be power factor corrected to a minimum of 0,85.
- 7.10 Integrally mounted MCB's should be mounted on the control gear tray, with the lever of the circuit breaker accessible from the outside of the luminaire. An IP66 cover shall be provided.
- 7.11 The IP rating of the control gear compartment shall preferably be IP 66 as indicated in chapter 4 of ARP 035 after the installation of the circuit breaker.

8. POST TOP LUMINAIRES

All post top luminaires shall preferably have an aluminium cover. **Only porcelain lamp holders shall be accepted.**

9. SPECIFICATION AND GUIDELINES FOR STREETLIGHT LUMINAIRES

Compulsory:

Specifications catalogue of luminaires offered have to be submitted with the Bid.



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Samples – not compulsory:

Samples MIGHT be requested to be submitted to Evaluation Committee for Technical Evaluation purposes

10 CERTIFICATES

Bidders must submit SABS certificates with bid documents.

11 SPECIAL REQUIREMENTS

N/A

12 DAYLIGHTSWITCHES

The daylight switch will be mounted facing down and shall be a Royce-Thomson type or similar.

13 CIRCUIT BREAKERS

N/A

14 PRODUCTION PLANT

The production plant shall be an ISO 9001 approved production plant.

15. MAINTENANCE

A maintenance manual, if available, must be submitted to ensure sound maintenance on products.

16. SUPPLIERS

If a bidder is a supplier and not the actual manufacturer and will be sourcing the product from another company, he must submit a letter from the other company/supplier and must submit proof that after sale service will be rendered.



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RUSTENBURG LOCAL MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE DEVELOPMENT AND MANAGEMENT

UNIT: ELECTRICAL ENGINEERING SERVICES

STANDARD TECHNICAL SPECIFICATION: LV-011/20A

HIGH MAST FLOOD LIGHTS - 400 WATT HPS FOR (30M HIGHMAST MASTS 9 WAY) - SON T LAMP BOTH SPIGOT AND BRACKET MOUNT

1. SCOPE

This specification covers the requirements for the supply and delivery of 400 WATT HPS FLOOD LIGHTS FOR (30M HIGHMAST MASTS 8 Way and 9 Way) with HPS SON T lamps separately for each to Rustenburg Local Municipality.

2. GENERAL INFORMATION

2.1 System particulars :

Normal operating voltage	:	400/230 Volt
Frequency	:	50 Hz
Number of phases	:	3
Neutral earthing	:	Solid

2.2 Service conditions :

Maximum temperature	:	40° C
Altitude	:	1200 m above sea level
Lightning conditions	:	Severe

3. STANDARDS

All luminaires manufactured and supplied must comply with the latest edition, including all amendments up to date of tender of all relevant SABS standards with reference to **ARP 035**.

SABS "**ARP 035**" Guidelines for the installation and maintenance of street lighting - Recommended Practice.

4. CONFORMANCE TO STANDARDS

- 4.1 All luminaires shall bear the SABS 1277 mark and the SABS 1464 (SABS 60598-2-3) safety mark.
- 4.2 All spigot entries shall comply with SABS 1088 - Table 1.



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- 4.3 The degree of protection shall comply with SABS 1222 and TABLE B-1 of SABS 098: Part 1 – 1990 with reference to SABS “ARP 035”, SABS IEC 60529.

Compulsory:

Specifications catalogue of luminaires offered have to be submitted with the Bid.

Samples – not compulsory:

Samples MIGHT be requested to be submitted to Evaluation Committee for Technical Evaluation purposes

A. General

1. The luminaire shall comply with and carry the SABS IEC 60598 2-5 and SABS 127 marks.
2. The IP rating for both the lamp compartment and the control gear compartment shall be at least IP66.
3. The luminaire shall have photometric data as assessed by the SABS
4. The narrow beam version shall have a peak intensity of $\pm 1720\text{cd/klm}$, with a beam classification of H5V3, whilst the wide beam version shall have a peak intensity of not higher than 770cd/klm and shall have a beam classification of H6V6.
5. The luminaire shall have an asymmetrical light distribution.
6. The luminaire shall be available for HPS TUBULAR lamp type and wattages and shall be clearly marked to show the lamp type and wattage and the labels shall be as follows: Orange for HPS; The lettering on the labels shall be at least 15mm high.
7. The luminaire shall be manufactured in an ISO 9001 accredited manufacturing facility.
8. All exterior bolts and clamps to be manufactured from Stainless Steel.

B. Floodlight Headpiece

1. The headpiece main body shall be a one piece, epoxy-powder coated, die-cast LM6 aluminium casting, with no “breathing holes” which compromise the integrity of the IP rating.
2. The body shall be guaranteed against degradation as a result of UV weathering or hail for a period of twenty years.
3. The glass shall be 5mm heat tempered and impact resistant, and shall be secured against a silicon gasket by means of four stainless steel clamps and bolts.



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4. The reflectors shall be 99.98% super deep anodised aluminium and shall be secured to the headpiece with six stainless steel bolts in such a way to prevent accidental misalignment.
5. The headpiece must contain a stainless steel lamp support bracket to ensure the lamp is maintained in a constant position.
6. The lamp holder shall comply with VC8011 and shall have a temperature tolerance of at least 250° C and be able to withstand voltage pulses of 5kV from the ignitor.
7. Re-lamping shall be done by removing the side lamp holder cup, which shall be die cast LM6 aluminium. The lamp holder cup shall be secured using two stainless steel bolts and protected against the ingress of dust using a silicon gasket.
8. The wiring from the control gear compartment to the lamp holder shall be silicon covered cable capable of withstanding the voltage pulses generated by the ignitor.

C. Control Gear Compartment

1. The control gear compartment shall consist of two epoxy powder coated LM6 aluminium castings, fitted with silicon gasket and fastened together using four stainless steel bolts.
2. The control gear compartment shall have a protection rating of at least IP66.
3. The control gear compartment shall be fitted with a hot dipped galvanized stirrup bracket with pointed ends, which act as aiming devices on the vertical scale, against two die cast aluminium angle indicators fitted between the stirrup bracket and the control gear compartment.
4. The ballast shall comply with SABS 1266 and SABS 1267 and carry the SABS mark.
5. The capacitor shall comply with SABS 1048 and SABS 1049 and carry the SABS mark.
6. The ignitor, where required, shall be of the super-imposed type and comply with SABS 1630, and bear the SABS mark.
7. All control gear and the terminal block shall be mounted to a removable control gear plate which shall be galvanized and affixed to the control gear compartment using two cadmium plated bolts.
8. All interior wiring shall be 1mm silicon covered wire rated at 500V and able to withstand temperatures of at least 250°C. The following colours shall be used, Live – red or brown, Neutral – blue, and Earth – Yellow and Green.



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TECHNICAL SPECIFICATIONS FOR LED STREET LIGHTING LUMINAIRES AND LED FLOODLIGHTS LUMINAIRES FOR HIGHMASTS - EEDSM

1 INTRODUCTION

- 1.1 Rustenburg Local Municipality currently utilises high pressure sodium vapour in the public lighting network. With the load shedding challenges we are facing nationally the municipality has a long term plan to replace all High Intensity Discharge (HID) street lights and High Mast Floodlights with a more energy- efficient technology.
- 1.2 In view of the rapid improvement in light-emitting diode (LED) technology, the municipality has decided to adopt LED technology to fast track implementation of energy efficiency within Rustenburg Local Municipality.
- 1.3 The aim is to evaluate the lighting and energy efficiency performance of LED luminaires with a view to employing this technology for public lighting installations instead of high intensity discharge technology.

2 SCOPE OF SPECIFICATION

- 2.1 This specification provides for the design, manufacture, supply and off-loading of LED street lighting luminaires and LED Floodlighting luminaires for Streetlights and High mast. Physical installation and testing will be required from highest scoring shortlisted bidders
- 2.2 This phase of the specification provides for the manufacture, supply and delivery of LED luminaires performance of each luminaire type will be monitored and evaluated by measurement of the appropriate lighting technical parameters to prove compliance with SANS 10098-1 and the evaluation of the pay-back period taking into account the capital cost installed, the cost of maintenance over 4 years and the energy saving compared with the equivalent installation using high intensity discharge technology.

3 NORMATIVE REFERENCES

- 3.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.
- 3.2 Note that the National equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

3.3

ARP 035	:	Guidelines for the installation and maintenance of street lighting
ANSI C62.41	:	IEEE Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits
ANSI C78-377A	:	Specifications for the Chromaticity of Solid State Lighting Products
IEC 62471	:	Photo biological safety of lamps and lamp systems
IEC/PAS 62722-2-1:		Luminaire performance – Part 2.1: Particular requirements for LED luminaires
IEC/PAS 62717	:	LED modules for general lighting – Performance requirements
IES LM-79-08	:	Measuring Lumen Maintenance of LED Light Sources
IES TM 21-11	:	Projecting Long Term Lumen Maintenance of LED Light Sources



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SANS 121	:	Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS 215	:	Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
SANS 475	:	Luminaires for interior lighting, street lighting and floodlighting — Performance requirements
SANS 529	:	Heat-resisting wiring cables
SANS 1088	:	Luminaire entries and spigots
SANS 1091	:	National Colour Standard
SANS ISO 9001	:	Quality management systems - Requirements
SANS 10098-1	:	Public lighting Part 1: The lighting of public thoroughfares
SANS 51706	:	Aluminium and aluminium alloys – Castings – Chemical composition and mechanical properties
SANS 60529	:	Degrees of Protection provided by Enclosures (IP Code)
SANS 60598-1	:	Luminaires: Part 1. General Requirements and Tests
SANS 60598-2-3:	:	Luminaires Part 2-3: Particular requirements - Luminaires for road and street lighting
SANS 60598-2-5:	:	Luminaires Part 2-3: Particular requirements –Floodlights Luminaires
SANS 61000-3-2:	:	Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)
SANS 61000-3-3 :	:	Electromagnetic compatibility (EMC) Part 3-3: Limits - Limitation of voltage changes, voltage fluctuations and flickering public low- voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection
SANS 61347-1:	:	Lamp control gear Part 1: General and safety requirements
SANS 61347-2-13:	:	Lamp control gear Part 2-13: Particular requirements for DC or AC supplied electronic control gear for LED modules
SANS 61547	:	Equipment for general lighting purposes – EMC immunity requirements
SANS 62262	:	Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)
SANS 62384	:	DC or AC supplied electronic control gear for LED modules - Performance requirements

3.3 Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations.

3.4 Tenders offering equipment to standards other than those listed above may be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

4 SERVICE CONDITIONS

4.1 Luminaires must be designed to operate satisfactorily when subjected to the following operating conditions:

Nominal supply voltage: 400/230 Volt AC $\pm 10\%$

Nominal supply frequency: 50 Hz

Number of phases: 3

Neutral earthing: Solid

Ambient temperature: 0 °C – 40 °C

Relative humidity: 20% - 95%



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Average annual solar irradiance: 2 000 kWh/m²

Average annual rainfall: 515 mm

Pollution: Dusty and industrial

Altitude : 1200 m above sea level

Lightning conditions: Severe

5 STREET LIGHTING AND HIGH MAST INSTALLATION DESIGN

- 5.1 For each luminaire, a lighting scheme must be designed that complies with the parameters set out in Schedule A: Design Data and the requirements of SANS 10098-1.
- 5.2 Pole spacing increments of 0,5m must be considered in the design calculations.
- 5.3 The design results must be entered into Schedule A
- 5.4 The assessment of tenders will be based on scheme designs for existing installations in Group A roads, Group B roads and High Masts. Tenders based on designs that do not comply with the requirements of SANS 10098-1 and Rustenburg Local Municipality requirements will be considered non-responsive.
- 5.5 The required design parameters are detailed in Schedule A: Schedule of Design Data.
- 5.6 The photometric data used must be as defined in CIE 140.
- 5.7 The design results must be filled on Schedule A.

6 REQUIREMENTS

6.1 General

- 6.1.1 Luminaires must be Class 1 to SANS 60598-1 and of the totally enclosed type.
- 6.1.2 The luminous intensity distribution must be non-axial asymmetric to approval.
- 6.1.3 The complete luminaire and components must comply generally with ARP 035 and with the requirements listed in Schedule B: Schedule of Technical Data.
- 6.1.4 The useful life of the luminaire must be stated as the operating hours before the light output of the complete luminaire, not the LEDs only, has reached 70% of the initial light output at the performance ambient temperature specified.

6.2 Light-emitting Diodes (LED)

- 6.2.1 The average maintained correlated colour temperature of the luminaire must comply with the value specified in Schedule B.
- 6.2.2 The variation in the correlated colour temperature of the LEDs must be restricted in accordance with ANSI C78-377A with the variation limited to within 500 K of the nominal average correlated colour temperature.
- 6.2.3 The LEDs must have a colour consistency within 5 standard deviations of colour matching as defined by MacAdam.
- 6.2.4 The lumen maintenance of the LED modules must be measured in accordance with IES LM-80-08. The measured data must be extrapolated to L70 using the method of IES TM-21-11.

6.3 Degrees of protection

- 6.3.1 The degree of protection against ingress must comply with SANS 60598-2-3 and the categories must be:
 - 6.3.1.1 Lamp compartment : IP 65
 - 6.3.1.2 Control gear compartment : IP 65



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6.4 Photometric parameters

- 6.4.1 The co-related colour temperature (CCT) shall be Neutral White 4000K
- 6.4.2 The expected lifetime of the LED luminaires shall be 50 000 hours at L70 lumen preservation
- 6.4.3 The Colour rendering index (CRI) shall be not less than 70 (Ra)

6.5 Construction

- 6.5.1 The luminaire housing must be robustly constructed of die-cast aluminium or aluminium extrusions. The luminaire shall be weatherproof, hail proof, corrosion proof and vandal resistant. 6.4.2. The luminaires must be natural anodised aluminium or powder coated.
- 6.5.2 All metal components must be suitably treated against corrosion. Ferrous components must be hot-dip galvanised to SANS 121. Hinge pins, clips, clamps, set screws, bolts, nuts and washers must be manufactured from an appropriate grade of stainless steel and shall be to the approval of the Engineer.
- 6.5.3 The housing must be designed so that there is no direct rainwater contact with the gasket between the housing and the LED compartment cover, thus ensuring that no moisture is drawn into the luminaire when the luminaire is switched off and cools down.
- 6.5.4 The spigot entry must comply with SANS 1088 Table 1 and have a backstop to limit the depth of entry of the spigot. The luminaire must be secured to the spigot by at least two ISO standard metric stainless steel set screws which must prevent the luminaire from rotating about the spigot when in service. In the case of post- top mounted luminaires, at least three screws must be used. Other means of fixing the luminaire to the spigot shall be to the approval of the Engineer. The housing must be of adequate strength so as to obviate cracking when the screws are tightened onto the spigot.
- 6.5.5 Where rake angle adjustment is necessary, the rake angle at each setting point must be clearly and permanently marked on the luminaire. The method of adjustment must be described clearly.
- 6.5.6 The luminaire must be designed to afford access for cleaning and maintenance and for access to replaceable parts.

6.6 Surge Protection

- 6.6.1 A suitable surge protection device must be provided to protect the driver/control gear and the LED modules.
- 6.6.2 The surge protection device must comply with the requirements set out in Schedule B.
- 6.6.3 The surge protection device must be readily replaceable.

6.7 LED Driver/Control gear

- 6.7.1 The LED driver must be housed within the body of the luminaire and must be replaceable using commonly available hand tools.
- 6.7.2 Heat generated in the luminaire must be managed to ensure that the components operate satisfactorily and within their rated temperature range. A heat sink should be provided without the need for fans, pumps or liquids to dissipate heat.



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6.8 Photoelectric control unit (PECU)

6.8.1 Each LED luminaire must be suitable for integration with a photoelectric control unit which must be capable of a minimum of 20 000 switching cycles under full load.

6.9 Earthing

6.9.1 All metal parts of the luminaire must be connected to a suitable earth terminal.

7 PACKING AND MARKING

7.1 Except as specified otherwise, the method of marking must comply with SANS 60598-1 and shall be to the approval of the Engineer.

7.2 Luminaires must be delivered fully assembled and ready for use and packed in robust, triple-walled cardboard boxes each containing no more than two luminaires.

7.3 A description of the luminaires, manufacturer and model number must be marked on the outside of the box.

8 PARTICULAR REQUIREMENTS

8.1 The following information must be submitted with the tender; failure to do so will render the offer non- responsive:

8.1.1 Design results and scheme price calculations on Schedule A: Schedule of Design Data.

8.1.2 Technical details of the equipment offered in respect of each item tendered. Schedule B: Schedule of Technical Data must be completed.

8.1.3 A copy of the manufacturers' Certificate of Listing in terms of SANS ISO 9001

8.1.4 The full address and contact details of the manufacturing facilities.

8.2 The following information must be submitted with the tender documents or within 7 working days of written request to do so, failing which, the offer will be deemed non-responsive:

8.2.1 Type test certificates comprising the coversheets, the pages detailing the equipment tested and the results summaries for the type test certificates detailed in the Schedule of Type Tests. The full type test reports must be made available to the Engineer on request.

8.2.2 C-Gamma tables, as detailed in CIE Publication No. 27, on electronic media in an encrypted file in a form compatible with the commonly known lighting simulation computer program. The information must have been certified by the South African Bureau of Standards (SABS) or an accredited independent test laboratory. Electronic data compatible with other road lighting design software programs that provide results in accordance with the recommendations of CIE Publication No. 140 will be considered. The photometric report must contain the measuring matrix, with measurement points as defined in CIE 140, showing the candela values at the ambient performance temperature specified in Schedule B, a description and photographs of the luminaire tested, and the supply voltage and LED currents during testing.

9 QUALITY SYSTEM

9.1 The Manufacturer's quality assurance system must be approved in terms of SANS ISO 9001. A copy of the registration certificate must be submitted with the tender document.



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SCHEDULE A : DESIGN DATA

1. Group A street lighting – Existing installation

TENDER ITEM	ITEM 1	ITEM 2	ITEM 3	ITEM 4
1.A Design Criteria				
Type of luminaire		LED	LED	LED
Lighting category	A1	A2	A3	A4
Luminaire mounting arrangement		Side-entry	Side-entry	Side-entry
Arrangement		Opposite	Single-sided left or right	Single-sided left
Lanes per carriageway		2	2	1
Width of each lane	m	3,7	3,7	3,7
Mounting height	m	10	10	10
Overhang of left-hand side	m	-0,5	-0,5	-0,5
Lamp lumen depreciation factor		0,8	0,8	0,8
Dirt depreciation factor		0,87	0,87	0,87
Traffic volume for road without median	Vehicles per hour per lane	300	300	100
Luminance	cd/m ²	1	0,6	0,3
Overall uniformity, min		0,4	0,4	0,3
Longitudinal uniformity, min		0,6	0,5	0,5
Threshold increment, max	%	20	20	25
1.B Design Results (LED)				
System wattage (per luminaire) WMax		200W	150W	60
Light source lumen (lm)Min		20 000	15 000	6000
Angle of tilt (Max at 15 degree)				
Luminance	cd/m ²			
Overall uniformity, U ₀				
Longitudinal uniformity, U _L				
Threshold increment	%			

1



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SCHEDULE A: DESIGN DATA

2. Group B street lighting – existing installation

TENDER ITEM	ITEM 5	ITEM 6	ITEM 7
2.A Design Criteria			
Type of luminaire	LED	LED	LED
Lighting category	B1	B2	B2
Luminaire mounting arrangement	Side-entry	Side-entry	Post-top
Arrangement	Single-sided left	Single-sided left	Single-sided left
Width of road/area	m	7	7
Width of each lane	m	3.5	3.5
Mounting height	m	8	4,5
Overhang of left-hand side	m	-0,5	-0,5
Pole spacing	m	40	30
Lamp lumen depreciation factor		0,8	0,8
Dirt depreciation factor		0,87	0,87
Minimum average horizontal illuminance, $E_{h, av}$	lx	5	3
Minimum horizontal illuminance, $E_{h, min}$	lx	1	0,6
Minimum semi-cylindrical illuminance, $E_{sc, min}$	lx	2	1
2.B Design Results (LED)			
System wattage (per luminaire) WMax		40W	35W
Light source lumen (lm)Min		3800	3400
Angle of tilt (Max at 15 degree)			
Minimum average horizontal illuminance, $E_{H, av}$	(lux)		
Minimum horizontal illuminance, $E_{H, min}$	(lux)		
Minimum semi-cylindrical illuminance, $E_{Sc, min}$	(lux)		



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SCHEDULE A: DESIGN DATA

3. High Mast lighting – existing installation

TENDER ITEM	ITEM 8	ITEM 9	ITEM 10
3.A Design Criteria			
Type of luminaire (HID)	1000W HPS	600W HPS	400W
Circular arrangement e.g. 6 x 400W HPS	6 x 1000W	6 x 600W	6 x 400W
Distance of luminaire from pole (m)	0.5	0.5	0.5
Luminaire inclination angle (°)	30	30	30
Mounting height (m)	40	30	20
Lamp lumen depreciation factor	0,8	0,8	0,8
Dirt depreciation factor	0,87	0,87	0,87
Minimum average horizontal illuminance (lux), within a 150m radius	1	1	1
3.B Design Results (LED)			
System wattage (per luminaire) WMax	500W	300W	200W
Light source lumen (lm)Min	60 000	36 000	24 000
Luminaire inclination angle (°)			
Minimum average horizontal illuminance, within a 150m radius (lux)			
Minimum average vertical illuminance, within a 150m radius (lux)			



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SPECIFICATION AND GUIDELINES FOR LED DTREETLIGHTS AND HIGH MAST FLOODLIGHTS

MAINTENANCE AND LED REPLACEMENT SPECIFICATIONS (EEDSM)

LED STREETLIGHT FIXTURES – REPLACEMENT OF EXISTING STREETLIGHTS

Designed to meet the lighting criteria for Group “A” & Group “B” roads in accordance to SANS 10098-1:2007

Design life: In excess of 25 years

All luminaires offered shall have a minimum guarantee period of **five years**

The scope of this guarantee includes the LED module drivers, luminaire housing, LED module(s), brackets and protector.

If luminaires are found to have failed within this period as a result of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.

The replacement (upgrading and service) of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of a hinging mechanism.

The luminaire shall incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current shall be reduced to a safe temperature level. The temperature sensor shall not completely switch off the LEDs at high temperatures, which shall facilitate maintenance to be undertaken during daylight hours

The luminaire shall incorporate a replaceable stand-alone inline surge protection device of 10kA minimum, within an IP66 gear compartment

The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the driver and LED module compartments, when normally mounted as per SANS 475.

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

It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.

The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. The cooling rib height to width ratio may not exceed 0.7. Additionally the top surface must preferably be curved in shape.

The LED life expectancy shall be 100,000 hours at L90B10 lumen maintenance at 25°C. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).

External hardware such as toggle clips, bolts, screws, nuts, washers shall be stainless steel (grade 304 or better).

The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs

Use of high efficiency LED’s (> 140 lumens/watt: nominal efficacy) CRI > 70.

Documentary evidence of compliance to this clause shall be submitted with the tender.



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Colour temperature shall be neutral white (4 000K). A report from the LED vendor, for LED's used in the luminaire, shall be submitted, which shall include the following documentary evidence: Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
The entire assembly and testing of the complete LED luminaire shall be undertaken within an ISO 9001 certified factory, within South Africa to ensure technical backup and service locally
LED module(s) drivers shall be housed fully within the sealed IP66 body of the luminaire
The output frequency of the drivers shall be 100 Hz or greater, to avoid visible flicker. The harmonic distortion levels of the LED module driver(s) shall comply with the limits as stipulated in SANS 61000-3-2.
The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.
The LED module driver(s) shall operate at a power factor of 0,95 or greater, and the harmonic distortion levels shall be limited so as to not cause interference on the electrical network.
LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
Luminaires shall be delivered completely assembled with housing, driver, LED module and protector lens.
The luminaire's heatshrink shall have direct conduction & maximized surface for external heat exchange shall be provided.
The luminaire housing shall be constructed of marine grade high pressure die cast LM6 (EN 1706 AC-44300) aluminium. Tenderers shall submit a metallurgical report from an independent metallurgist confirming the grade of aluminium for all the luminaires offered. The housing shall be robustly constructed, weather-proof, hail proof, insect-proof, corrosion proof, ultraviolet light resistant and vandal resistant.
Ferrous components shall be hot-dip galvanised and shall withstand the test specified in the current edition of SANS 121 for heavy duty application.
Luminaire closure shall be by means of a single movement clip mechanism at the rear of the luminaire.
The control gear compartment shall be incorporated into the luminaire housing.
Luminaires shall be supplied in raw aluminium and shall not be powder coated.
Screws that are used to secure cover shall be held captive when opened.
The power supply connection must take place inside the luminaire.
The luminaire shall automatically disconnect the supply to the power supply once the luminaire is opened.
The luminaire manufacturer shall be based in the Republic of South Africa.
Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 1088:1990



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Attachment of the luminaire base casting to its bracket arm should be by means of at least two stainless steel M8 grub screws into stainless steel sockets or any other methods to prevent cathodic corrosion between stainless steel and aluminium. The attachment of the luminaire should be designed to withstand wind speeds of up to 150 km/hour on the projected surface of the luminaire, without due deflection.

Earthing terminals shall comply with sub-clause 7.2 of IEC 60598-1. All parts of an earth terminal shall be made of brass or other corrosion resistant metal and the contact surfaces shall be bare metal and not painted or varnished surfaces.

Wiring to the LED module compartment shall be suitably grommited , ensuring a perfect seal between compartments

For floodlights the stirrup shall be manufactured from 4mm x 80mm hot-dipped galvanized steel.

For flood lights holes shall be provided for single or double bolt mounting.

High mast Lights – Replacement of existing 400W HPS on Existing Masts

Floodlight for 20 meter Highmast with 6 x ≤ 220 watt LED with a 0.8 maintenance factor will measure 0.5lux at 60meters distance from High Mast pole position.

Perfect fit on replacement - Samples required. Stainless steel bolts for fitting

Floodlight for 30 meter Highmast Lights with 9 x 220watt LED with a 0.8 maintenance factor will measure 0.5lux at 130meters distance from High Mast pole position. **Perfect fit on replacement - Samples required. Stainless steel bolts for fitting**

Attached specification proofs in file attached to the tender at the back

Spigot Outreach Arm for streetlight Luminaires

88mm OD to fit over existing 76mm pole, 150mm long x 42mm HDG @ 15° Rake as per attached drawing Section 7

If the tenderer fails to sign this schedule, it will be interpreted that the tenderer does not comply with the Specifications and therefore will be regarded as being non-responsive. Supply of any other luminaire than offered will lead to cancelation of Contract

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

.....
Signature

.....
Date



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PRICING INSTRUCTION

1. Estimated quantities will be used for evaluation purposes only.
2. The tender will be awarded per unit price as tendered.
3. Orders may be issued for quantities needed as and when required during the contract period. RLM reserves the right to increase or decrease quantities and price per unit submitted will be fixed for 12 months.
4. The Tenderer must price on all items in the pricing schedule.

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



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**CONDITIONS FOR SUPPLYING OF LED LUMINAIRES COMPLETE
SPIGOT FITTING – APOLLO LIGHTS - 8 PER / MAST
BRACKET FITTINGS - 9 PER / MAST
STREETLIGHT FITTINGS**

LOCAL MANUFACTURING IS REQUIRED AS PER DTI GUIDELINES

DESIGN DATA IS COMPULSORY TO BE SUBMITTED FOR EVALUATION.
FAILURE WILL DISQUALIFY THE BID

DESIGN SUBMISSION SHALL GUIDE THE PRODUCTS OFFERED AND FINAL WATTAGE PER LUMINAIRE

PRODUCT OFFERED SHALL BE INSTALLED BY SUCCESSFUL SHORTLISTED SUPPLIER ON ONE MAST AS GUIDED PER INSTRUCTION BY RLM (EES) IN COORDINATION WITH EVALUATION COMMITTEE AND REAL LUMINATION ON GROUND SHALL BE PROVEN BY MEANS OF PHYSICAL MEASUREMENT AGAINST THE DESIGN DATA AS POLE AND MAST DISTANCES ARE FIXED.

QUANTITIES ARE FOR EVALUATION PURPOSES ONLY

IF OFFERED PRODUCT IS PROVEN TO MEET REQUIREMENTS ON SITE THE SLA WILL THEN BE ENTERED INTO

IF OFFERED PRODUCT FAILS TO MEET REQUIREMENTS ON SITE THE SLA WILL THEN BE ENTERED INTO WITH THE NEXT SUPPLIER SCORING THE SECOND HIGHEST POINTS ETC.

ORDERS WILL BE PLACED PER UNIT AS AND WHEN REQUIRED

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

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

.....
Signature

.....
Date



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BILL OF QUANTITIES/ PRICING SHEDULE

1. This Bill of Quantities forms part of the contract documents and must be read together with the contract conditions and specifications (see also paragraphs of tender conditions).
2. The contract period will be Three (3) years.
3. Price will be fixed for the first year only,
4. Increase for the 2nd and the 3rd year will be CPIX based.
5. Prices include loading and offloading.
6. Prices must include 15% VAT



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The Streetlight HPS Luminaire offering as and when needed shall be:

Item Nr	DESCRIPTION AS PECIFIED WITH SON T LAMP	Wattage	Evaluatio n Quantitie s	Unit Price @ (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
A	70 W HPS - SE- T (WITH DAYLIGHT SWITCH) delivered WITH A 70W HPS SON T LAMP	70W	100			
B	70 W HPS - SE- T delivered WITH 70W HPS SON T LAMP	70W	100			
C	150 W HPS - SE- T delivered WITH 150W HPS SON T LAMP	150W	100			
D	250 W HPS - SE- T delivered WITH 250W HPS SON T LAMP	250W	100			
E	400 W HPS - SE- T delivered WITH 400W HPS SON T LAMP	400W	100			
F	CONTACTORS 32A 3 POLE 220V SCHNEIDER DIMENSION SAB OR EQUIVALENT	-	100			
G	CONTACTORS MINIMUM 50A 3 POLE 220V SCHNEIDER DIMENSION SAB OR EQUIVALENT	-	100			
H	DAYLIGHT SWITCH ROYCE THOMPSON OR SIMILAR SPEC	-	100			
I	DAYLIGHT SWITCH FISH EYE OR SIMILAR SPEC	-	50			
		Sub	Total			
		VAT @	15%			
		EVALUATION	PRICE TOTAL			



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The Streetlight LED Luminaire offering as and when needed shall be:

Item Nr	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Evaluation Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
1	≤40W	≥5100	≥ Ra70	4 000K	Replaces 125W MV/70W HPS	100			
2	≤40W with daylight switch	≥5100	≥ Ra70	4 000K	Replaces 125W MV/70W HPS with daylight switch in body	100			
3	≤70W	≥10200	≥ Ra70	4 000K	Replaces 150W HPS	100			
4	≤70W daylight switch	≥10200	≥ Ra70	4 000K	Replaces 150W HPS with daylight switch in body	100			
5	≤100W	≥14900	≥ Ra70	4000K	Replaces 250W HPS	100			
6	≤100W daylight switch	≥14900	≥ Ra70	4000K	Replaces 250W HPS with daylight switch in body	100			
7	≤200/220W	≥20000	≥ Ra70	4 000K	Replaces 400W HPS	100			
8	≤200/220W daylight switch	≥20000	≥ Ra70	4 000K	Replaces 400W HPS with daylight switch in body	100			
SUB TOTAL									
VAT @ 15%									
EVALUATION PRICE TOTAL									



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Separate Spigot Outreach Arm for streetlight Luminaire:

Item Nr	Description	Evaluation Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
7	88mm OD to fit over existing 76mm pole, 150mm long x 42mm HDG @ 15Deg Rake as per attached drawing ATTACHED	100			
8	88mm OD to fit over existing 76mm pole, 500mm long x 42mm HDG @ 15Deg Rake as per attached drawing ATTACHED	100			
9	88mm OD to fit over existing 76mm pole, 1000mm long x 42mm HDG @ 15Deg Rake as per attached drawing ATTACHED	100			
	88mm OD to fit over existing 76mm pole, 1500mm long x 42mm HDG @ 15Deg Rake as per attached drawing ATTACHED	100			
SUB TOTAL					
VAT @ 15%					
EVALUATION PRICE TOTAL					

The 30 Meter High Mast perfect fitting LED Luminaire offering as and when needed shall be: (Sample is required)

8 per mast – Spigot entry – Old Appolo light Masts - replacement

Item Nr	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Evaluation Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
10	≤220W	≥27900	≥ Ra70	4 000K	Replaces 400W HPS	100			

9 per mast – Bracket fitting – 2 sided mounting – (for existing Sectional pole masts)

Item Nr	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Evaluation Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
11	≤220W	≥27900	≥ Ra70	4 000K	Replaces 400W HPS	100			
SUB TOTAL									
VAT @ 15%									
EVALUATION PRICE TOTAL									



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The Post Top Luminaire offering shall be:

Item Nr	Wattage	Lumens	Colour Rendering	Colour Temp.	Replacement Details	Evaluation Quantities	Unit Price (Excl. Vat) "R"	Total (Excl. Vat) "R"	Delivery period WEEKS
6	≤40W	≥5200	≥ Ra70	4 000K	Replaces 125W MV / 70W HPS	100			
SUB TOTAL									
VAT @ 15%									
EVALUATION PRICE TOTAL									



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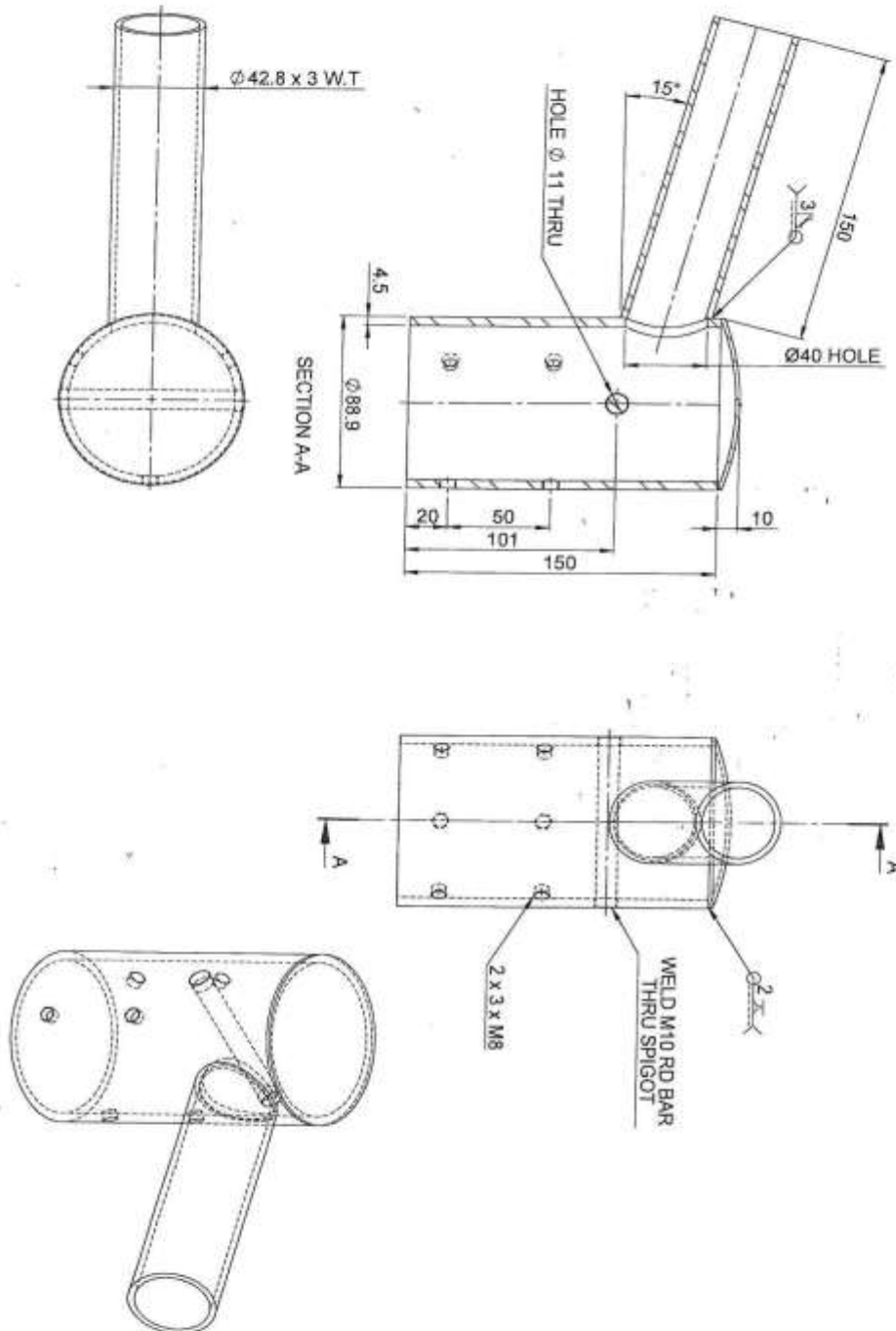
RLM/DTIS/0008/2020/21 - APPOINTMENT OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STREELIGHT AND HIGHMAST LUMINAIRES TO STORES AS AND WHEN REQUIRED FOR A PERIOD OF 3 YEARS
SPIGOT OUTREACH ARMS FOR STREETLIGHT LUMINAIRES

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



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30 METER HIGHMASTS – CURRENTLY FITTED WITH 8 X 400W HPS – SPIGOT ENTRY OR 9 X 400W BRACHET MOUNTHPS TUBULAR LUMINAIRES - (INSTALLATION ONLY ON INSTRUCTION FOR TESTING PURPOSES TO PROOF LED OFFERED PERFORMANCE AGAINST DESIGN)

APPLICABLE ON SUCCESFUL BIDDERS ONLY

(NOT FOR EVALUATION PURPOSES FOR SUPPLY OF MATERIAL)

NR	AREA	AMOUNT OF LIGHTS INSTALLED	DISTANCE IN KM FROM CBD	PRICE FOR HOISTING REMOVAL OF 8 X HPS LUMINAIRES / FLOODLIGHTS & SUPPLY, INSTALL AND COMMISSION 8 /9 X LED REPLACEMENT OF EQUIVALENT FLOODLIGHTS AND MEASURING OF LUMINATION FOR 1 MAST (RLM WILL INSTRUCT ONE SETTLEMENT TO BE TARGETED FOR SUCCESSFUL/SHORTLISTED TENDERER PRIOR TO SIGNING AN SLA. THE SUCCESFULL TENDERER WILL BE PAID ACCORDINGLY IF INSTRUCTED BY ELECTRICAL ENGINEER AS PILOT PROJECT.
				PRICE EXCLUDING VAT PER MAST
1	Boitekong	27	10 RLM	R
2	Boitekong X 14	4	10 RLM	R
3	Boitekong X23	6	10 RLM	R
4	Freedom Park	19	10 RLM	R
5	Kroondal	2 +	10 RLM	R
6	Taxi Rank	3	2 RLM	R
7	Noord	2	2 RLM	R
8	Ramochana	13	2 RLM	R
9	Sunrise	4	4 ESKOM	R
10	Maile	4	15 ESKOM	R
11	Mathopestad	16	50 ESKOM	R
12	Berseba	22	25 ESKOM	R
13	Lethabong Sportsfield	5	44 ESKOM	R
14	Channeng	31	20 ESKOM	R
15	Modikwe	35	25 ESKOM	R
16	Makolokwe	16	46 ESKOM	R
17	Bethanie	45	44 ESKOM	R
18	Monakato	29	44 ESKOM	R
19	Marikana (3+1)	4	25 ESKOM	R
20	Tsitsing	22	22 ESKOM	R
21	Tlasing/Mogajawe	34	15 ESKOM	R



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22	Lethabong	68	44 ESKOM	R
23	Mamorotse	22	30 ESKOM	R
24	Tantanana	19	37 ESKOM	R
25	Phatsima	27	50 ESKOM	R
26	Thlabane	4	6 ESKOM	R
27	Bester	1	6 ESKOM	R
28	Sondela	6	4 ESKOM	R
29	Meriteng	13	5 ESKOM	R
30	Luka	68	15 ESKOM	R
31	Luka West	43	15 ESKOM	R
32	Sun City & Thaba Streetlight		2 ESKOM	R
33	Meriteng	17	10 ESKOM	R
34	Seraleng	12	6 ESKOM	R



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MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:.....

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

3.8 Are you presently in the service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or



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

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

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.9.1 If yes, furnish particulars.....
.....

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.10.1 If yes, furnish particulars.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



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3.11.1 If yes, furnish particulars.....

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.12.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.14.1 If yes, furnish particulars.....

.....



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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

*YES	NO
------	----

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES	NO
------	----

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----

3.1 If yes, furnish particulars



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.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....2021
Date



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MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/ not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



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1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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



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Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P min = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)



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YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company



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- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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



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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....



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CONTRACT FORM - RENDERING OF SERVICES

MDB 7.2

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)
..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax compliance status (CSD report);
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



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NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2



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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])

- I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1
2
DATE:	



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CONTRACT FORM - SALE OF GOODS/WORKS

MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



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Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars: _____		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars: _____		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars: _____		



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CERTIFICATION

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

.....
Name/s and surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....
Date



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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:



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(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



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- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2021.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:



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SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

.....

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2021 resolved to authorise holder of ID number to sign all the documents on behalf of the company.

Print name of authorised representative:

Signature:

