



**ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

**EMLM 26/2025**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOALEDI LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)**

<b>CLOSING DATE:</b>	<b>09 MAY 2025</b>	<b>TIME</b>	<b>11H00</b>
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<b>NAME OF TENDERER / BIDDER</b>	
<b>TOTAL BID PRICE</b>	
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	MAAA
<b>CIDB GRADE</b>	<i>3 EP OR HIGHER</i>
<b>CIDB REFERENCE</b>	<i>100103494</i>
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
<b>MANAGER: SUPPLY CHAIN MANAGEMENT</b>		<b>DIRECTORATE: INFRASTRUCTURE SERVICES</b>	
<b>V MASILELA</b>		<b>K MAMETSA</b>	
<b>MANAGER: SUPPLY CHAIN MANAGEMENT</b>		<b>ELECTRICAL ENGINEER</b>	
<b>TEL. NUMBER</b>	<b>013 262 3056</b>	<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>TENDER ISSUED BY</b>			
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>			
<b>ELIAS MOTSOALEDI LOCAL MUNICIPALITY</b>			
<b>P.O. BOX 48, GROBLERSDAL, 0470</b>		<b>TEL. NUMBER</b>	<b>013 262 3056</b>

# ELIAS MOTSOLEDI LOCAL MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER	<b>EMLM 26/2025</b>					
TENDER TITLE	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOLEDI LOCAL MUNICIPALITY FOR PERIOD A OF 36 MONTHS (AS AND WHEN REQUIRED).</b>					
CLOSING DATE	<b>09 MAY 2025</b>		CLOSING TIME		<b>11H00</b>	
SITE MEETING	DATE	<b>N/A</b>	TIME	<b>N/A</b>	COMPULSORY	<b>NO</b>
SITE MEETING ADDRESS	<b>N/A</b>					
CIDB GRADING REQUIRED	<b>3EP OR HIGHER</b>		LEVEL AND CATEGORY		<b>EP</b>	
TENDER DOCUMENT FEE	<b>R1000.00(if collecting from the Municipality) Free when uploading from e-tender portal</b>		PREFERENCE POINT SYSTEM		<b>80/20</b>	
BID BOX SITUATED AT	<b>MAIN OFFICES, 2<sup>nd</sup> GROBLER AVENUE</b> , Elias Motsoaledi Local Municipality.					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07h30 to 16h30 Friday from 07h30 to 13h30					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)</li> <li>2. Tenders that are deposited in the incorrect box will not be considered.</li> <li>3. Mailed, telegraphic, telex, or faxed tenders will not be accepted.</li> <li>4. No late bids after closing date and time will be accepted.</li> <li>5. Bids not clearly marked and unamend will not be accepted.</li> <li>6. Bids may only be submitted on the bid documentation provided by the municipality.</li> <li>7. No awards will be made to a person:               <ol style="list-style-type: none"> <li>i. Who is in the service of the state,</li> <li>ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state</li> <li>iii. Who is an advisor or consultant contracted with the municipality or municipal entity</li> </ol> </li> </ol>						

### BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.	
NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

***NB: ANY OBJECTIONS OR COMPLAINTS IN RESPECT WITH THIS TENDER SHOULD BE LODGED WITHIN 14 DAYS OF THE ADVERTISEMENT.***

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**T1.1 TENDER NOTICE & INVITATION**  
**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**

**TENDER NO: EMLM 26/2025**

**CLOSING DATE: 09 MAY 2025 AT 11H00**



In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for **APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOLEDI LOCAL MUNICIPALITY FOR PERIOD A OF 36 MONTHS (AS AND WHEN REQUIRED).**

Tender documents and specifications are available and can be obtained from CASHIERS OFFICE IN THE MAIN OFFICES, 2<sup>nd</sup> Grobler Avenue Groblersdal, P.O. Box 48, Groblersdal, 0470 (Tel: [013] 262 3056, at a non-refundable deposit of **R1000.00** when the bidder request/need a document from the municipality, and it is free of charge when downloaded from the e-Tender Portal. Payments can be made through cash payable to the Elias Motsoaledi Local Municipality.

The closing time for receipt of tenders is **09 MAY 2025 at 11H00**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be open in public.

Any technical enquiries relating to the tender document may be directed to the **Infrastructure Services (Mr. K.K. Mametsa)** on 013 262 3056 or at [kmametsa@emlm.gov.za](mailto:kmametsa@emlm.gov.za) for technical assistance.

Fully completed tender documents, clearly marked **"APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOLEDI LOCAL MUNICIPALITY FOR PERIOD A OF 36 MONTHS (AS AND WHEN REQUIRED)"** with **"NAME of TENDERER"** must be placed in a sealed envelope and placed in the **tender box no:03** on the **2<sup>nd</sup> Grobler Avenue**, Elias Motsoaledi Local Municipality, Main Offices, Groblersdal, **by no later than 09 MAY 2025 at 11H00**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby **points (70%)** has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Elias Motsoaledi Local Municipality where **80 points** will be allocated in respect of price and **20 points** in respect of specific goals.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points

## **1. Introduction**

Elias Motsoaledi Local Municipality requests the proposal from an experienced Service Provider to provide full service for the design, installation and maintenance of traffic signals within Elias Motsoaledi local Municipality.

## **2. Executive summary**

The objective of the proposed project is to ensure that the traffic signals within the jurisdiction of municipality are installed and maintained within the correct standards and specifications at all times.

The municipality has five junctions in Groblersdal:

- Ben Viljoen intersection
- Cnr Van Riebeeck and Voortrekker, Van Riebeeck and Hereford Street
- Cnr Van Riebeeck and Tantes Street
- Cnr Van Riebeeck and West Street
- Cnr Hereford and Mark Street.
- Cnr Van Riebeeck and Noordlaan Street. (Anticipated Future junction).

It is very important for these intersections to be in good condition for the benefit of allowing traffic flow along Van Riebeeck and the N11 which is Voortrekker and Hereford. Streets.

The intersections should be energy efficient as Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective, least-polluting and readily available energy source. More than half of the electricity-sector related carbon emissions reduction target and the coming twenty years could be achieved through energy efficiency.

In addition, various sector energy efficiency improvement programs are to be implemented, namely the Municipal Energy Efficiency Program, the Public Building Energy Efficiency Program, Industrial Energy Efficiency Program, and the other initiatives led by the private sector and this should include the traffic signals.

### **2.1 Quality control and quality Assurance**

The prospective service provider must show his/ her capabilities for offering to render quality services that support the installation and maintenance program at all Costs.

### **2.2 Health and Safety Requirements**

The successful bidder must take into account all aspects of the occupational Health and Safety Act which has been enacted to provide for Health and Safety of person in connection with the use of tools, equipment, plant and machinery, the protection of persons against hazard to health and safety arising out or in connection with the activities of persons at work, to establish an advisory council for occupational health and safety and to provide for matters connected therewith. However, the contractor, shall still be accountable for the compliance and adherence to the OHS Act.

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## **2.3 SCOPE OF WORK**

### **INTRODUCTION AND BACKGROUND**

The contract will mainly comprise installation of new equipment and the upgrade / repair / maintenance of existing equipment such as:-

- Installation of new traffic signal intersections
- Install/Upgrade latest technology to monitor and manage the functioning of traffic signals and to ease traffic congestion in certain intersections during peak periods
- Replacement of traffic signal controllers and distribution cabinets
- Repair mechanical malfunction of the traffic signal
- Repair physical damage, mainly resulting from traffic accidents, vandalism or natural causes

The contract also includes:-

- Fault finding on cables and the replacement of faulty cables
- Supplying safety road signs
- Lamp/ LED changing
- Lens cleaning
- Modification to existing intersections
- Performing limited routine inspections which require checking equipment for proper operation and taking steps to replace defective equipment as and when required
- Painting of traffic signal equipment
- Supply and Delivery of the Paints relevant to the traffic signal poles.

### **EQUIPMENT TO BE MAINTAINED UNDER CONTRACT**

- Traffic signal controllers and parts thereof
- Traffic signal lights
- Traffic signal poles
- Traffic signal cables
- Traffic signal communication equipment
- Safety road signs
- Any other auxiliary equipment that may be acquired by the municipality during contract period

## **3.PROJECT TIMEFRAME**

- Traffic signal cables Faulty/ malfunctioning traffic lights should be attended within 2 hours after being reported to the service provider
- Repairing damaged traffic lights and removal of damaged items should be done within 2 days after being reported

## **4.PROJECT DELIVERABLES**

The successful Service Provider will be expected to provide the following deliverables under the project:

- Installation of new traffic signal intersections and synchronize with the existing signals.
  - Install/Upgrade latest technology to monitor and manage the functioning of traffic signals and to ease traffic congestion in certain intersections during peak periods
  - Replacement of traffic signal controllers and distribution cabinets
  - Repair mechanical malfunction of the traffic signal
-

- Repair physical damage, mainly resulting from traffic accidents, vandalism or natural causes

The contract also includes:-

- Fault finding on cables and the replacement of faulty cables
- Supplying safety road signs
- Lamp/ LED changing
- Lens cleaning
- Modification to existing intersections
- Performing limited routine inspections which require checking equipment for proper operation and taking steps to replace defective equipment as and when required
- Painting of traffic signal equipment

## **5. EQUIPMENT TO BE MAINTAINED UNDER CONTRACT**

- Traffic signal controllers and parts thereof
  - Traffic signal lights
  - Traffic signal poles
  - Traffic signal cables
  - Traffic signal communication equipment
  - Safety road signs
  - Any other axillary equipment that may be acquired by the municipality during contract period
-

**RETURNABLE TENDER DOCUMENTS MUST BE COMPILED WITH CLEAR FILES DIVIDERS IN A NUMERICAL ORDER AS PER THE BELOW MINIMUM REQUIREMENTS**

**Phase 1: Minimum Qualifying Requirements /Compulsory Returnable Documents:**

- 1) Fully Completed and Signed MBD Forms with a black ink (1;4; 6.1; 8 & 9)
- 2) Valid copy CK / Company registration certificate
- 3) CSD registration report (**Detailed**). (**NB: Not Summary**).
- 4) Any alteration on the tender document must be signed (**NB: Not Initialed**).
- 5) Every page on the tender documents must be signed (**NB: Not Initialed**).
- 6) CIPC Abridged Certificate Annual returns (**NB applicable to entities that were in business for more than 12 months and must be paid before the closing date of the tender**).
- 7) Proof of CIDB registration minimum of **3EP or Higher**.
- 8) Company Profile (**Detailing; Name of Client; Service Provided; Award Amount; Contact Person and Contact Number**).
- 9) Original Certified copies of ID's of the Director(s) (**Certification not older than 6 months before the closing date**).
- 10) Proof of Public liability cover of R2 000 000.00 must be submitted
- 11) **Letter of Good standing certificate (COIDA) / letter to intend (issued by Department of Labour) must be submitted**
- 12) Proof of Municipal rates and taxes or services charges:
  - Of the company and all of its directors not in arrears for more than 90 days or
  - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
  - If leasing, a signed lease agreement by the lessor and the lessee and Municipal rates in the name of the lessor for both company and directors.
- 13) **In case of a Joint Venture**, Association or Consortium a formal contract agreement must be signed by both parties and be attached, and the following must be adhered to:
  - a. All of the above requirements must be for both entities (**except item 9**)



**PHASE 1: FUNCTIONALITY EVALUATION**

<b>FUNCTIONALITY</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
<b>COMPANY EXPERIENCE</b> (Attach purchase orders / appointment letters and corresponding reference letters signed and stamped)	<b>Points will be allocated per Purchase order or Appointment letter to the maximum of 50 Points.</b> <ul style="list-style-type: none"> <li>8 or more similar projects = <b>50 points</b></li> <li>6 to 7 similar projects = <b>30 points</b></li> <li>4 to 5 similar projects = <b>20 points</b></li> <li>2 to 3 similar projects = <b>10 points</b></li> <li>1 similar project = <b>5 points</b></li> </ul>	<b>50</b>
<b>PERSONNEL EXPERIENCE</b> (Certification not older than 6 months before closing date)	<b>Attach CV's, Certified copies of Qualifications and ID Copies of key personnel to be involved in the project.</b> <ul style="list-style-type: none"> <li>Electrical/Design Engineer (Pr Tech Eng Elec/ Mechanical) (CV and Bsc/ Btech Electrical/ Design Engineering and 3 years relevant experience = <b>15 points</b></li> <li>Electrical/ Design Engineer (CV and Bsc/ Btech Electrical/ Design Engineering and 3 years relevant experience = <b>5 points</b></li> <li>Registered Electrician (CV and Electrical Trade Test Plus Three Phase Wireman's License and 3 years relevant experience = <b>5 points</b></li> <li>Project Manager (CV and Certificate of competency qualifications accredited for Project Management = <b>5 points</b></li> </ul>	<b>30</b>
<b>EXECUTION PLAN AND METHODOLOGY</b> <ol style="list-style-type: none"> <li>Project implementation plan with activities, milestones, timelines and deliverables.</li> <li>Proposed Methodology detailing the approach on the provision of the required services, supply, maintain and installation of the technologies and system</li> </ol>	<b>Methodology must include the following</b> <ul style="list-style-type: none"> <li>Project plan with detailed activities, milestones, timelines and deliverables = <b>10 points</b></li> <li>Project plan without detailed activities, milestones, timelines and deliverables = <b>5 points</b></li> <li>Methodology with a clear detailed description of required services, supply of technologies and systems = <b>10 points</b></li> <li>Methodology provided <u>without</u> the clear detailed description of required services = <b>5 points</b></li> </ul>	<b>20</b>
<b>MINIMUM QUALIFYING SCORE (70%) 70 POINTS</b>		<b>100</b>

## CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to either accept the whole or part of any Bid, or not to appoint at all. **Faxes or e-mail are not acceptable.** Bidders will be required to show compliance with the New Preferential Procurement policy Framework Act of 2022.

## PHASE 2: PRICE AND PREFERENTIAL POINTS ALLOCATIONS

For quotes with a Rand value up to R50 000 000, the preference point system of 80/20 will apply, where 80 points will be for **(Price)** and 20 points will be for **Specific Goals** (Black, Women, Disability & people living in rural underdeveloped areas) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 Of 2000)

Price	=	80 Points
Specific Goals	=	20 Points
Total	=	100 Points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned Company	10	
Locality area of Supplier	Max 10	
Within the area of Elias Motsoaledi Local Municipality	5	
Within the area of Sekhukhune District Municipality	3	
Within the area of Limpopo Province	2	
Within the Republic of South Africa	1	
<b>TOTAL POINTS</b>	<b>20</b>	

## COMPULSORY MUNICIPAL BID DOCUMENTATION

- |    |         |   |  |
|----|---------|---|--|
| a) | MBD 1   | : | Invitation to tender   |
| b) | MBD 4   | : | Declaration of interest  |
| c) | MBD 6.1 | : | Preference points in terms of Preferential Policy Regulations  |
| d) | MBD 8   | : | Declaration of bidder's past supply chain management practices |
| e) | MBD 9   | : | Certificate of Independent Bid Determination                   |

Ms. NR Makgata Pr Tech Eng  
Municipal Manager

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ELIAS MOTSOLEDI LOCAL MUNICIPALITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>02 GROBLER AVENUE</b>					
<b>GROBLERSDAL</b>					
<b>0470</b>					
<b>SUPPLIER INFORMATION</b>					
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:	
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<i>TOTAL NUMBER OF ITEMS OFFERED</i>			<i>TOTAL BID PRICE</i>		<b>R</b>
<i>SIGNATURE OF BIDDER</i>	.....		<i>DATE</i>		
<i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
CONTACT PERSON	V MASILELA		CONTACT PERSON	K. MAMETSA	
TELEPHONE NUMBER	013 262 3056		TELEPHONE NUMBER	013 262 3056	
E-MAIL ADDRESS	<a href="mailto:vmasilela@emlm.gov.za">vmasilela@emlm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:kmametsa@emlm.gov.za">kmametsa@emlm.gov.za</a>	

**PART B**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |  |     |                          |                          |    |
|--|-----|--------------------------|--------------------------|----|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | YES | <input type="checkbox"/> | <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.**

**3. Service Providers Declaration and Privacy Notice**

- 3.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 3.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 3.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 3.2.2 conducting service provider vetting; and
  - 3.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 3.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 3.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.

- 3.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

3.6 I confirm that I have read the notice and understand the contents.

TERMS AND CONDITIONS FOR BIDDING

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

4. I, the undersigned certify that the information furnished on this declaration form is correct.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months?	Yes	No
If yes, please furnish particulars :			
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
If yes, please furnish particulars :			
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
If yes, please furnish particulars :			
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i>	Yes	No
If yes, please furnish particulars :			
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
If yes, please furnish particulars:			
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		

3.13	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?  If yes, please furnish particulars:		Yes	No
3.13.1	Name of director			
3.13.2	Related company			
Note:	<p>SCM Regulations:</p> <p>“<sup>1</sup>In the service of the state” means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(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);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>“<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>			

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

Full Name	Identity Number	State Employee Number



**5. Service Providers Declaration and Privacy Notice**

- 5.1 I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.
- 5.2.2 conducting service provider vetting; and
- 5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
- 5.6 I confirm that I have read the notice and understand the contents.

6. I, the undersigned certify that the information furnished on this declaration form is correct.

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

**NAME OF REP:**\_\_\_\_\_

**SIGNATURE:**\_\_\_\_\_

**DATE:**\_\_\_\_\_

**CAPACITY:**\_\_\_\_\_

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

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

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company which at least 51% is owned by Black	10	
Locality area of Supplier	Max 10	
Within the area of Elias Motsoaledi Local Municipality	5	
Within the area of Sekhukhune District Municipality	3	
Within the area of Limpopo Province	2	
Within the Republic of South Africa	1	
<b>TOTAL POINTS</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been

fulfilled, the organ of state may, in addition to any other remedy it may have –

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME :

DATE :

ADDRESS :  
 :  
 :  
 :

## DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2 been convicted for fraud or corruption during the past five years;
  - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		
5.	<b>Service Providers Declaration and Privacy Notice</b>  5.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information. 5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to, 5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality; 5.2.2 conducting service provider vetting; and 5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality. 5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations. 5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available. 5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control. 5.6 I confirm that I have read the notice and understand the contents.		

5.7 I, the undersigned certify that the information furnished on this declaration form is correct.

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

<b>NAME OF REP:</b> _____	<b>SIGNATURE:</b> _____
<b>DATE:</b> _____	<b>CAPACITY:</b> _____



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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**(Tender 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

### **Service Providers Declaration and Privacy Notice**

10. I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
11. I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 11.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 11.2 conducting service provider vetting; and
  - 11.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
12. I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
13. I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
14. I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
15. I confirm that I have read the notice and understand the contents.
16. I, the undersigned certify that the information furnished on this declaration form is correct.

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

17. 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.

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**Signature**

---

**Date**

---

**Position**

---

**Name of Bidder**

---

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are not included in this document and may be downloaded from the following website – [www.treasury.gov.za/legislation](http://www.treasury.gov.za/legislation)

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## ELIAS MOTSOLEDI LOCAL MUNICIPALITY

### APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOLEDI LOCAL MUNICIPALITY FOR PERIOD A OF 36 MONTHS (AS AND WHEN REQUIRED).

#### C1.1-1 Form of Offer and Acceptance

##### Offer

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

**CONTRACT NO: EMLM 26/2025: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC SIGNAL WITHIN ELIAS MOTSOLEDI LOCAL MUNICIPALITY FOR PERIOD A OF 36 MONTHS (AS AND WHEN REQUIRED).**

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

**R** ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Block: Bidder	
Signature .....	Date .....
Name .....	
Capacity .....	
Name of organization .....	
Address of organization .....	
.....	
Signature of witness .....	Date .....
Name of witness .....	

# Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
  - Part C2: Pricing data
  - Part C3: Scope of work.
  - Part C4: Site information
- and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Block: Employer	
Signature .....	Date .....
Name .....	
Capacity .....	
For the Employer: Municipal Manager <b>Elias Motsoaledi Local Municipality</b>	
Signature of witness .....	Date .....
Name of witness .....	

## PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
  2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
  3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
  4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
  5. **All rates and amounts must be completed by hand in black ink.**
  6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
  7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
  8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
  9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
  10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
    - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
    - Quantity (Qty): The number of units of work/service provision for each item.
    - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
    - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
    - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
-

**BILL OF QUANTITIES**

NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
<b>A.1</b>	<b>CABLING, INSTALLATION</b>				
1.1	19 core, 1,5 mm armoured cable	m	50	R	R
1.2	2 core, 1,5 mm armoured cable	m	50	R	R
1.3	1,5 mm loop feeder cable	m	50	R	R
1.4	Glanding 27 core cable – distribution cabinet end	ea	50	R	R
1.5	Glanding 27 core cable – traffic signal pole end	ea	50	R	R
1.6	Glanding of 2 core supply cable	ea	50	R	R
1.7	Installation of 8 gauge draw wire	m	50	R	R
1.8	Joining of 1,5mm, 14 core armoured cable with the use of a No 3 cable joint	m	50	R	R
	<b>SUB TOTAL SECTION A.1</b>			<b>R</b>	
<b>A.2</b>	<b>Installation on traffic signal pole and termination of head wiring</b>				
2.1	5 – aspects including Backboard	ea	1	R	R
2.2	3 – aspects including Blackboard	ea	1	R	R
2.3	2 – aspects including Backboard	ea	1	R	R
2.4	Pedestrian push- button: Including running cable from top of pole to push- button, drilling of hole and connection of push-button on top of pole and at push-button.	ea	1	R	R
	<b>SUB TOTAL SECTION A.2</b>			<b>R</b>	
<b>A.3</b>	<b>Traffic signal poles and Controllers Installation:</b>				
3.1	Install standard traffic signal pole into existing plinth	ea	1	R	R
3.2	Install over-head pole onto existing cage	ea	1	R	R
3.3	Install pole cap	ea	1	R	R
3.4	Plinth – Mount: Installation of traffic signal controller onto concrete plinth	ea	1	R	R
3.5	Pole – Mount: Installation of traffic signal controller Stand alone	ea	1	R	R
	<b>SUB TOTAL SECTION A.3</b>			<b>R</b>	
<b>A.4</b>	<b>SPARES</b>				
4.1	Phase Traffic Controller Microprocessor based-Synchronisation required to existing controller	ea	1	R	R
4.2	CPU card	ea	1	R	R
4.3	Lamp Driver Module	ea	1	R	R
4.4	12v PSU Card	ea	1	R	R
4.5	24v PSU Card	ea	1	R	R
4.6	Fault Monitoring Module	ea	1	R	R



NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
4.7	S11- 2 aspect traffic light	ea	1	R	R
4.8	S1 -3 aspect traffic light c/w backing board – ITE spec	ea	1	R	R
4.9	S8 – 5 aspect traffic light c/w backing board – ITE spec	ea	1	R	R
4.10	GPS card	ea	1	R	R
4.11	GPRS card	ea	1	R	R
4.12	3 aspect backing board screen	ea	1	R	R
4.13	5 aspect R/T backing board screen	ea	1	R	R
4.14	Pole Termination Cap- Plastic	ea	1	R	R
4.15	Pedestrian Push Buttons	ea	1	R	R
4.16	3.3m Galvanized Pole – Plinth Mounted	ea	1	R	R
4.17	Galvanized Overhead Pole cw mounting cage	ea	1	R	R
4.18	Controller Mounting Pole – Galvanized	ea	1	R	R
4.19	27 Core x 1.5mm Steel Wired Armour Plated Cable	ea	1	R	R
4.20	2 Core x 4mm Steel Wired Armour Plated Cable	ea	1	R	R
4.21	4mm Bare Copper Earth Cable	ea	1	R	R
4.22	Copper Earth Spike c/w clamp	ea	1	R	R
4.23	Cable Joint Kit	ea	1	R	R
	<b>SUB TOTAL SECTION A.4</b>			<b>R</b>	
<b>A.5</b>	<b>TRAFFIC SIGNAL DISTRIBUTION CABINETS</b>				
5.1	Installation of distribution cabinet onto concrete plinth	ea	1	R	R
	<b>SUB TOTAL SECTION A.5</b>			<b>R</b>	
	<b>TO INCLUDE SCRAPPING, CLEANING, APPLICATION OF ONE UNDERCOAT AND TWO COATS OF PAINT, STENCILLING OF 50MM POLE NUMBER AND APPLICATION OF REFLECTIVE TAPE AS PER SARTSMAIF REQUIRED, ALL PAINTS, BRUSHES AND REFLECTIVE TAPE TO BE SUPPLIED.</b>				
6.1	Painting of new galvanized traffic signal poles	ea	1	R	R
6.2	Painting of existing painted traffic signal poles	ea	1	R	R
6.3	Painting of backing boards with 50mm white border	ea	1	R	R
6.4	Painting of new galvanized over- head traffic signal poles	ea	1	R	R
6.5	Painting of existing galvanised over-head traffic signal poles	ea	1	R	R
	<b>SUB TOTAL SECTION A.6</b>			<b>R</b>	
<b>A.7</b>	<b>Checking of maintenance aspects (visors, lenses, backing boards, pole caps push button etc) at traffic signal intersections</b>				
7.1	intersection	/Hour	1	R	R
7.2	1 – 6 intersections	/Hour	6	R	R
	<b>Actual replacement of faulty equipment</b>				
7.3	Cleaning of traffic signal lenses	ea	1	R	R
7.4	Replacement of traffic signal head lenses	ea	1	R	R
7.5	Replacement of traffic signal head visors	ea	1	R	R
7.6	Replacement of 5- aspect traffic signal head backing boards	ea	1	R	R
7.7	Replacement of 3- aspect traffic signal head backing boards	ea	1	R	R
7.8	Replacement of aspect traffic signal head backing boards	ea	1	R	R
7.9	Replacement of traffic signal pedestrian push- button	ea	1	R	R
7.10	Replacement of traffic signal pole cap	ea	1	R	R
7.11	Removal of damaged accident pole and heads	ea	1	R	R

NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
7.12	Moving of existing traffic signal pole from plinth onto temporary concrete block requiring the cutting off of 1m off the bottom of the pole	ea	1	R	R
7.13	Concreting of existing and accident damaged traffic signal poles. Sockets to be filled with sand and topped with 50mm topping of fine grit and cement. Pole to be plumbed to make sure it is straight	ea	1	R	R
	SUB TOTAL SECTION A.7	R			
A.8	LAMP/ LED CHANGING, ALL MATERIALS TO BE SUPPLIED				
	Checking of complete traffic signal intersection for lamp/LED failures				
8.1	1 intersection	/Hour	1	R	R
8.2	6 intersections	/Hour	6	R	R
8.3	Changing of LED module	/Hour	1	R	R
	SUB TOTAL SECTION A.8	R			
A.9	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT TO THE MUNICIPAL FACILITY				
9.1	5 – aspect head	ea	1	R	R
9.2	3 – aspect head	ea	1	R	R
9.3	2 – aspect head	ea	1	R	R
9.4	Pedestrian push button	ea	1	R	R
9.5	Standard traffic signal pole	ea	1	R	R
9.6	Over-head outreach traffic signal pole	ea	1	R	R
9.7	Pole cap	ea	1	R	R
9.8	Traffic signal controller	ea	1	R	R
	SUB TOTAL SECTION A.9	R			
A.10	LABOUR RATES: additional rates to be used for items not covered in the tender				
10.1	Supervisor	/Hour	1	R	R
10.2	Technician	/Hour	1	R	R
10.3	Artisan/ Electrician	/Hour	1	R	R
10.4	Artisan Assistant	/Hour	1	R	R
	SUB TOTAL SECTION A.10	R			
A.11	HOURLY RATES FOR SPECIAL VEHICLES WITH DRIVER AND ASSISTANT				
11.1	Crane truck with driver/ operator and assistant	/Hour	1	R	R
11.2	Cherry Picker truck with driver/ operator and assistant	/Hour	1	R	R
	SUB TOTAL SECTION A.11	R			
A.12	DEMOLITIONS, ETC.				
12.1	Carefully take up and remove existing 60mm thick concrete and clay pavers and set aside for re-use within a 300m radius.	m²	100	R	R
12.2	Take up, remove existing 60mm thick concrete and clay pavers, and cut away to a dumping site located by the council.	m²	100	R	R
12.3	Hack up and remove existing average 80mm thick asphalt including carting away all material to a dumping site to be located by the council.	m²	100	R	R
12.4	Take up and remove existing 150 x 300mm rectangular concrete kerb (SABS 927 Fig. 3) laid straight, jointed	m	100	R	R

NO	DESCRIPTION	UNIT	QUANTITY	UNIT RATE	AMOUNT
	and pointed in 5:1 cement mortar including concrete hunching, concrete kerb gutter not exceeding 300mm wide and cut away to a dumping site located by the council.				
12.5	Saw cut existing tarmac average 150mm thick circular on plan.	m	100	R	R
12.6	Carefully trim roots of existing trees to below paving level in order to lay new paving (elsewhere) including carting away all materials to a dumpsite, all in accordance with the Engineering Technician approval	m	100	R	R
12.7	Carefully trim branches of existing trees including carting away all materials to a dumpsite, all in accordance with the Architects approval.	m	100	R	R
	SUB TOTAL SECTION A.12	R			
A.13	Excavations and Casting Concrete:				
13.1	Excavation by hand in all material to expose services.	m³	100	R	R
13.2	Installation and Casting of reinforced concrete for one traffic Pole(price to include formwork and supplying of the pole base plate.	ea	100	R	R
13.3	Extra over all excavations for carting away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Council.	m³	100	R	R
13.4	Rip and recompact ground surface, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and trim to required levels.	m³	100	R	R
	SUB TOTAL SECTION A.14	R			
A.14	CONTRACTOR'S GENERAL OBLIGATIONS REQUIREMENTS AND PROVISIONS OF OHS  The combined total tendered for sub-items (a) shall not exceed <b>10%</b> of the tender sum excluding VAT. The contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item				
14.1	(a) General requirement and provision Health and Safety obligations	Lump Sum	1	R	R
	SUB TOTAL SECTION A.15	R			
A.15	OTHER COSTS (TO BE INDICATED BY TENDERER):				
15.1	Supply and delivery or installation of other spares on a cost to company plus a fixed percentage mark-up basis. (State percentage mark-up). This component can at Councils discretion be subject to an Audit and the company hereby gives consent to Council to perform such an Audit in conjunction with the successful Tenderer should this ever be necessary	Sum	1	%	_____% (excluding VAT)

## SUMMARY

Description	Amount
Section A.1	
Section A.2	
Section A.3	
Section A.4	
Section A.5	
Section A.6	
Section A.7	
Section A.8	
Section A.9	
Section A.10	
Section A.11	
Section A.12	
Section A.13	
Section A.14	
Section A.15	
Sub Total	
VAT 15%	
Total Amount	

**N.B: ALL WORK TO BE MEASURED PRIOR TO COMMENCEMENT AND ON COMPLETION**

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

- **QUANTITIES INDICATED ABOVE ARE FOR EVALUATION PURPOSES ONLY**
- **NB: ESCALATION OF PRICES SHOULD BE PER ANNUM AFTER 12 MONTHS OF THE CONTRACT, CALCULATED ON THE CPI IN RESPECT OF THE MONTH IN WHICH ESCALATION IS APPLIED (THE ANNIVERSARY MONTH).**
- **ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET**

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

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