

SENQU LOCAL MUNICIPALITY



BID DOCUMENT FOR: Installation of Traffic Lights at Sterkspruit intersection

BID NUMBER: 99/2021-2022T

BIDDER:

BID PRICE/RATES:

CLOSING DATE: 27th of September 2021

CLOSING TIME: 12:00 pm

PREPARED BY:

Supply Chain Management Office
Senqu Municipality
19 Murray Street, Lady Grey, 9755
Private Bag X 003, Lady Grey, 9755
Tel: 0516030019 Fax: 0516030445
e-mail: info@senqu.gov.za

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PART A

INVITATION TO BID MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	99/2021-2022T	CLOSING DATE:	27th September 2021	CLOSING TIME:	12pm
PROJECT DESCRIPTION	Installation of Traffic Lights at Sterkspruit intersection				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
19 Murray Street, Lady Grey, 9755					
Private Bag X 003, Lady Grey, 9755					
Tel: 0516030019 Fax: 0516030445					
e-mail: info@senqu.gov.za					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE/RATES	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	0516030019
TELEPHONE NUMBER	0516030019	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"><tr><td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;">☐ YES ☐ NO</td></tr></table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

C.BID ADVERT – Invitation to Tender



BID NOTICE 99/2021-2022T

Senqu Local Municipality hereby invites suitable service providers to bid for the below tender

Bid Number	Project Description	Closing Date and Time	Evaluation criteria
99/2021-2022T	Installation of Traffic Lights at Sterkspruit Intersection	Date: 27th September 2021 Time: 12:00 Telkom Time	80/20 Preference Point System
Compulsory Site Meeting	CIDB Grading and Sub-Contracting Requirements	Functionality/ Eligibility Criteria Applicable – see below	
Date: 14th September 2021 Time: 10am Venue: Senqu Municipal Office at Main Road in Sterkspruit	CIDB Grading – 1EP 0% of Contract to be Subcontracted – 0% (Inclusive/Exclusive. Cost of materials)		

Please note that this is an advert and details of the tender are in the bid document on the website <http://www.senqu.gov.za>.

Completed tender documents must be in a sealed envelope endorsed with the name, **(Installation of Traffic Lights at Sterkspruit intersection) – NOTICE No 99/2021-2022T:** and must be deposited in the Tender/Bid Box at the Senqu Municipal Offices, 19 Murray Street, Lady Grey not later than **12:00pm , 27th September 2021** when bids will be opened in public.

Enquiries should be addressed to:

Senqu Municipality: **Mr LH Tobben** Telephone: **051 603 1461** Email: tobbenl@senqu.gov.za

Compulsory Site Meeting: please ensure that the Bidder downloaded the Tender document from the website and have the document with him/her on the day of the site meeting to ensure that all the information is understood when it is explained in detail.

EVALUATION & ADJUDICATION CRITERIA

Bidders will be evaluated in accordance with relevant legislation, set specifications and functionality/eligibility criteria (where applicable) with qualifying bidder then be evaluated in terms of Price and BBBEE in accordance with PPPFA regulations.

Functionality : 100 points. 60 points required to qualify.

Eligibility/Functionality Criteria (Applicable)

Eligibility/Functionality Criteria	Points
Experience of the Company on related or similar projects.	60 Points
Methodology criteria	40 Points
Total	100 Points

Senqu Municipality Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of municipal staff or councillors will automatically disqualify any bidder.
- Municipal MBD Documents, All Compulsory and Supplementary Documentation as requested in this advert and bidders' own submissions must be properly bound and be submitted intact to the municipality
- Bid documents must be numbered and signed by bidders
- Bid documents may not be tampered with by bidders.
- Prices must be valid for a minimum period of 120 days and include VAT.
- Any false declaration made by a bidder will be treated in accordance with guiding legislation and will be reported to appropriate authorities for further investigation.

COMPULSORY DOCUMENTS (failure to complete, submit or not signing where indicated, of any of the compulsory documents will result in disqualification)

- Service Providers full name, identification number or company or other registration number
- Valid tax compliance status PIN or SARS Tax Clearance Certificate.
- The municipal rates and taxes or municipal charges owed by the bidding company and all of its directors, to the municipality or municipal entity, or to any other municipality or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter from the Ward Councillor when the bidder operates and resides in an area where there are no municipal services.
- CSD Certificate
- Submission of a certified B-BBEE Verification Certificate or original Sworn affidavit in the case of an EME and QSE
- A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE status Verification Certificate with the tender.
- A trust, consortium or joint venture must obtain and submit each companies Tax Clearance Certificate or a tax compliance status PIN with the tender.
- Bidders are required to submit a copy of their completed tender document in PDF format with a memory stick or CD with their original tender submission.
- Preferential Procurement Regulations, 2011 (Regulation 8 (1) and 8. (3) make provision for the promotion of local production and content. Local production content applicable to designated sectors of construction.
- **Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered. The South African Bureau of Standards approved, Technical Specification Number (SATS 1286:2011) will be used to calculate local content.**

Industry/sector/subsector	Minimum Threshold for Local Content	% of local content
STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION	FABRICATED STRUCTURAL STEEL	100%

SUPPLEMENTARY INFORMATION

- The successful bidder will be required to register on the Senqu Municipality data base.
 - The Senqu Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
 - No emailed or faxed documents will be accepted.
 - It is the responsibility of the Bidder to ensure that bids sent via courier are placed in the Tender/Bid Box by the advertised date and time.
 - The successful bidder will be requested in certain circumstances to be requested to enter into a Service Level Agreement.
 - Bids which are late, incomplete or unsigned will not be accepted for evaluation.
 - All disputes, objections, complaints and queries will be settled as per paragraph 56 of the Senqu Municipal Supply Chain Policy through mutual consultation, mediation (with or without legal representation) or when unsuccessful through a South African court of law.

MM Yawa
Municipal Manager
03 September 2021

D. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The Senqu Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the Senqu Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with Senqu Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

E. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Senqu Municipality.

2. EXTENT OF BID

This bid is valid for 120 days.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 120days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid

prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

The duration of this project will be for a period of four(4) months.

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed **Installation of Traffic Lights at Sterkspruit intersection must** be deposited in the Bid Box, at the offices of the Senqu Local Municipality, 19 Murray Street, Lady Grey, not later than **12h00 on 27th September 2021** at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed Bids will not be considered.

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Ms B Tsotso 051 603 1300** or all Project enquiries to **Mr LH Tobben on 051 603 1461** during normal office hours viz. 07:30 – 16:30 **Mondays to Fridays**.

F. GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"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 in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's 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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider's failure to complete his obligations under the contract.

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

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

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

8. Inspections, tests and analyses

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

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

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

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

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider 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 provider 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. **Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in

the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. **Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. **Contract amendments**

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

20. **Assignment**

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

21. Subcontracts

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

22. Delays in the provider's performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

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

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

- 35.1 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.

G. EVALUATION CRITERIA

The points scoring methodology is reflected in the following table:

	EVALUATION OF TENDER OFFER AND METHODOLOGY Experience of the Company on related or similar projects. 60 Point Experience. 10 Points per project.
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	Methodology on how the service provider will execute the contract in line with the specification. 40 Points Methodology.
	The quality criteria and maximum score in respect of each of the criteria are as follows: 100points, minimum points to be scored is 60 points

- (b) Bids that do not meet a minimum of 60 points out of 100 points in total for the criteria listed above will not be considered further for financial evaluation.

H. SPECIFICATIONS

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A SERVICE PROVIDER

PURPOSE

It is the intention of the Senqu Municipality to enter into a formal service level agreement with a qualified & registered Professional Electrical Company that will carry out the described hereunder to install Traffic Lights to control the Traffic of Vehicles.

SECTION 1 : DETAILS

Province: Eastern Cape
Municipality: Senqu Municipality
Project Name: Installation of Traffic Lights at Sterkspruit intersection.

SECTION 2: SUMMARY OF BRIEF

Please note that the Unit price is stipulated, but Senqu Municipality reserve the right to determine which option it will consider according to the availability of the dedicated budget amount.

SECTION 3: PROJECT DESCRIPTION

BACKGROUND

It is found that the unsustainability flow of Traffic of Vehicles will be more controllable with the installation of Robots at the intersection of the Main road and the interjection to Zastron.

SECTION 4: PROJECT PURPOSE / OBJECTIVES

The purpose is to supply and installation of Traffic Lights at the intersections of Main Road / R392 that goes to Zastron in Sterkspruit. To control the Traffic and crossing of people at the intersection.

SECTION 5: PROJECT SCOPE OF WORK

The scope of work to be undertaken is to cover the following:

Required work to be done:

1) TRAFFIC SIGNAL CONTROLLERS	25
2) LIGHT EMITTING DIODE TRAFFIC LIGHTS (LED)	29
3) BACKGROUND SCREENS	32
4) SIDE-MOUNTING BRACKETS	32
5) POLE-MOUNTING STRAPS	32
6) POLE-TOP TERMINAL BOXES	33
7) STANDARD TRAFFIC LIGHT POLES	33
8) PEDESTRIAN PUSH BUTTON STATIONS	33
9) CABLING AND INSTALLATION	34
10) Drawing of Traffic Lights positions	37

Working Conditions requested:

1) TRAFFIC SIGNAL CONTROLLERS

DESIGN

The controller shall be microprocessor based. It shall integrate a modular hardware design with stage-based software to produce a highly configurable, user friendly traffic light controller. A simple and robust user interface shall be supplied standard on all models. The user interface shall provide basic information such as synchronisation status, current plan and stage, RTC setup and fault-finding diagnostics. The controller shall be expandable from a minimum of four phases to a maximum of sixteen, in four phase increments. All phases shall be equipped with hardware to switch red, yellow and green signals, and any phase shall be configurable as a vehicular phase, turning phase or pedestrian phase. Both GPS clock synchronisation as well as remote monitoring and management (via GPRS or Ethernet) shall be possible with the addition of communications hardware.

CONTROLLER CABINET

The cabinet shall be manufactured from 2 mm galvanised steel to provide strength and security. All steel used in the manufacture of the cabinet shall be hot-dip galvanised. The cabinet shall be designed with knock-outs for cable entry points and shall accommodate between #0 and #3 gland sizes. A large, rubber, universal door seal shall be used to provide a reliable and weatherproof seal and the cabinet shall be fitted with a custom, vandal-resistant locking mechanism. Cabinets shall be available in plinth-mount as well as pole-mount versions. The lower compartment, which encloses the cables on plinth-mount cabinets, shall have a hinged door which interlocks with the cabinet door to ensure all cables are hidden and protected whilst being easily accessible.

Powder coating of the galvanised cabinet shall be available as an optional extra.

POWER SUPPLY

The controller shall be designed to operate from a 230 V_{AC} 50 Hz power supply within a voltage range of 190 V_{AC} to 270 V_{AC}. A voltage window circuit must be incorporated into the controller. This circuit shall be

built to withstand continuous voltages of up to 500 V_{AC} and shall mechanically isolate the controller from the mains supply if the voltage ventures below or above the operating window - this shall ensure that neither the controller nor the LED signals on the controller's outputs are damaged by a persistently high supply-voltage. The window comparator shall also ensure that the controller is switched off in the event of a low supply voltage which would otherwise lead to unpredictable behaviour.

The input supply of the controller shall be continuously monitored in software for brownouts. If the power supply is interrupted for 200 ms or less the controller shall continue normal operation. In the event of an interruption greater than 200 ms the controller shall shut down and resume normal operation (after the start up procedure) when power is restored.

LIGHTNING AND SURGE PROTECTION

Lightning and surge protection shall be fitted to the mains input of the controller. The voltage window circuit shall have its own surge protection which, if damaged, must prevent the controller from being powered up until the surge suppressor is replaced.

All inputs to the controller shall be optically-isolated and all triac-driven lamp outputs shall also be optically isolated from the low voltage circuitry. All high-voltage inputs used to monitor signal returns and conflict shall also be sufficiently protected from surges.

MODULES

The controller shall be completely modular to facilitate on-site part replacement. The following are the main modules which shall also be available as spares:

- Chassis (including power supplies, wiring harnesses, surge protection and the voltage window comparator circuit)
- Main Processor Unit (including LCD user interface)
- Four-Phase Output Module (each output module shall have 4 fused, pluggable triac boards). The chassis shall allow for mounting of up to four of these modules. The signal output terminals shall be incorporated into the 4-phase output module.
- Vehicle detection / pedestrian push button input modules (the controller shall be compatible with inductive loops, magnetometers and camera detection).

START-UP PROCEDURE

On powering up, the controller shall switch to flashing red for 8 seconds, followed by an all red period of 3 seconds before switching to Stage 1. This is as per the South African Road Traffic Signs Manual.

LOOP DETECTORS AND PEDESTRIAN INPUTS

The controller shall be compatible with three vehicle detection types, namely:

- Inductive loop detectors (4-channel Euro Cards)
- Magnetometer detectors (4-channel NEMA Cards)
- Camera vehicle detection

For each of the above detection methods, the controller would be fitted with the appropriate detection adaptor. The controller shall have 20 inputs which must be configurable for either vehicular detection or pedestrian push-button input. Any input shall be assignable to any one of the available phases and gap

times as well as presence times shall be configurable. If required, more than one input shall be assignable to a single phase.

The standard adaptors shall allow for the following input combinations:

- inductive loops with 8 pedestrian push-buttons or
- 12 magnetometer inputs with 8 pedestrian push-buttons or
- 12 camera inputs with 8 pedestrian push-buttons.

COMPONENT LABELLING AND DOCUMENTATION

All components shall be clearly labelled and a comprehensive manual covering hardware modules, fault finding, and configuration shall be available.

SIGNAL SWITCHING

Signal switching shall be solid state - A 16 Amp triac shall be used for each signal output. Each phase shall be switched by a fused daughter board. The daughter board shall contain components which are susceptible to damage. If the daughter board is damaged, it shall be easy to replace on site.

OPERATING MODES

The controller shall be designed to operate in any of the following modes:

- Fixed time operation.
- Semi vehicle actuated operation.
- Fully vehicle actuated operation.
- Fully vehicle actuated operation and, in absence of demand, rest on the last phase demanded or on main road green or rest in red.
- Emergency flashing.
- Manual control operated by a police switch or user interface. Under manual control minimum green, amber and all red periods shall be pre-set to ensure safe operation.

SIGNAL SWITCHING PLANS AND CONFIGURATION

The controller shall be stage based, and any combination of phases shall be assignable to a stage. Skipping of stages based on demand and overlapping of pedestrian phases across stages shall be configurable and any phase must be able to have a delayed start within a stage.

All configuration shall be done on an Excel spreadsheet, and then exported to a format that the controller can read. Each signal plan shall have a separate file and up to 40 plans shall be supported.

Plans shall be selectable by the integral real time clock on a time of day, day of week basis or remotely from a server.

REAL TIME CLOCK

The controller shall be equipped with a precision, temperature compensated, battery backed up real time clock. Plan selection by the RTC shall be configurable through the following day-specific schedules:

- Mondays to Thursdays,
- Fridays,

- Saturdays,
- Sundays and
- Public holidays.

Up to 10 plan changes shall be allowed for per day and up to 16 configurable public holidays shall be available.

CO-ORDINATION OF CONTROLLERS

The controller shall be co-ordinated with other controllers using any of the following methods:

- GPS clock correction or
- NTP synchronisation via GPRS or Ethernet

SIGNAL RETURN AND CONFLICT MONITORING

All signal outputs (red and amber included) shall be continuously monitored for correct operation.

If any phase is found to be in a different state than required by the processor for more than 0,4 s (as required by the SABS) then the controller shall be forced into emergency flashing. If the main processor unit doesn't receive any feedback, or only receives partial feedback from the output units for 0,4 s, the controller must also be forced into a state of emergency flashing.

If for some reason (such as a blown fuse or damaged circuitry) there is no power on any of a phase's outputs (e.g. "red out"), the controller shall revert to emergency flashing.

In software, the user shall be forced to complete a "Conflicting Phases Table". If the user leaves this table unfilled the controller must not run. If any phases which are configured as "conflicting" are to be given right-of-way at the same time, the controller shall disallow the move, and revert to emergency flashing.

During emergency flashing, all the outputs shall be electrically isolated from the controller circuitry and all vehicular signals shall be flashed red at a rate of 1 Hz with a 50% duty cycle. All pedestrian signals shall be switched off. Resetting the controller to normal operation shall only be possible by manual intervention.

The Output Modules shall come standard with coloured indicator LEDs for each signal output. These LEDs shall give an indication of the actual voltage on the output. (i.e. On for a voltage above 95 V_{AC}).

DELAYED PRESENCE

Time delays on presence loops as well as extension loops shall be provided to prevent phases being called unnecessarily. The time delays must be adjustable in the controller i.e. no delays must have to be set up on the vehicle detection equipment.

PROGRAMME STORAGE

The controller's firmware (not accessible to the user) shall be stored on non-volatile flash memory and all the configuration files (plans and the RTC schedules) shall be stored on removable storage - namely a micro SD card.

SPECIFICATION SUMMARY

Below is a specification summary of the required microprocessor controller:

DESCRIPTION	SPECIFICATION
Maximum phases	16
Maximum phases addressed in software	20
Maximum number of detection inputs	20
Supply voltage	230 VAC
Operating voltage window	190 V _{AC} – 270 V _{AC}
Maximum continuous supply voltage (without causing damage to the controller or its output loads)	500 VAC
Outputs	230 V _{AC} , 2A (fused), solid-state
Conflict / bad return delay	0,4 s (as per SABS)
Types of vehicle detection supported	• Inductive loop • Magnetometer • Camera
Ports	Ethernet (RJ45) RS 232 or RS 485 (OTU interface) Serial interface for GPS clock correction Micro SD slot (for configuration files)
User interface	128 × 64 monochrome LCD with keypad and backlight – standard on all controllers
Controller design approach	Modular, expandable, stage based (MS Excel configuration)
Controller unit mass (including 16 phases and detection, no cabinet)	12,5 kg
Controller unit dimensions (basic chassis)	440 mm × 430 mm × 200 mm
Cabinet mass	44 kg
Cabinet dimensions	1250 mm × 500 mm × 230 mm

2) LIGHT EMITTING DIODE TRAFFIC LIGHTS (LED)

CONSTRUCTION

The construction of the traffic light shall comply with SANS 1459:2004 and shall be of modular design. The aspect housings shall be fixed together by means of stainless steel screws to facilitate maintenance. Each detachable aspect housing shall be dust proof, water tight and the traffic light shall be of a composite design utilising the following materials:

- UV stabilised nylon with a 30 % glass fill for rigidity.
- High-silicone aluminium where mechanical strength is required.
- Grade 304 stainless steel for clips, catches and screws.

The traffic light shall be weather proof and the LED compartment easily accessible for maintenance by means of two quick-release catches. The LED module, fixed within the reinforced nylon bezzel shall form a rigid compartment door to ensure the aspect remains waterproof over extended periods. Aluminium mounting bosses on both the top and bottom of the traffic light shall be required for fixing to the pole. The weight of a single aspect shall not exceed 1.7 kg, which includes the LED module, visors and mounting

hardware. The traffic light shall not corrode, crack or distort after prolonged exposure to the harsh outdoor conditions experienced in Southern Africa.

LED MODULE

The LED modules shall be of a “single source” design not a matrix design (i.e. discreet LED dots must not be visible to the motorist). All internal circuitry shall be protected from dust, moisture and physical damage by a secondary housing manufactured from glass filled nylon (IP65 rated and tested by the SABS). The module must have a specially designed outer diffuser lense which minimises dust collection on the lense surface. The LED module must have a pluggable electrical connection (MOLEX MiniFit™ compatible or Equivalent).

LED OPTICS

LED modules must comply with SANS 1459:2004 – LED Traffic Signals and must have been tested by the SABS. The optical design shall utilise high power LEDs, a collimator lense and front diffuser lense to give a smooth, large diameter signal. The diffuser lense shall be manufactured from high impact, UV stabilised polycarbonate. All lenses used in the optical system shall be clear, thus negating sun-phantom effect.

POWER SUPPLY

The LED power supply shall be of a switch mode design, fused and protected from line surges. The LED signal shall operate from a 50 Hz, AC supply at input voltages ranging from 184 V_{AC} to 276 V_{AC} (i.e. 230 V_{AC} ± 20%). Any fluctuation of the input voltage within the above range shall have ***no effect on the luminous intensity*** of the signal whatsoever. When driven at an input voltage less than 140 V_{AC}, the power supply must ensure the signal is completely off. The power supply must ensure that the switch-on and switch off times of the signal do not exceed 100 ms. The LED module shall have a power factor of 0.9 or greater and the power consumption may not exceed 7 W.

All LED modules must include active loading as part of the power supply. The purpose of this active load is to clamp unwanted residual voltage on cable cores. The active load may not consume power or dissipate heat when the LED module is switched on. For this reason, a passive resistive clamp is unacceptable.

MARKING AND DESIGN LIFE

Each LED module shall be legibly and durably marked with the following information:

- The manufacturer’s name and product model.
- The maximum power consumption.
- The input voltage range.
- A serial number.
- The date of Manufacture.

The complete LED module shall be guaranteed for a period of five years, physical and lightning damage excluded.

VISORS

A suitable black pigmented, polyethylene visor projecting 160 mm from the signal face shall be fitted to each aspect. The visor may not obscure the lense.

CABLE ENTRY AND WIRING

Cable entry shall be at the bottom of the upper aspect's housing by means of a heavy-duty, reinforced PVC hose. The hose diameter shall be 20 mm and length shall be as follows:

- 1 and 2 aspect traffic lights: 1250 mm
- 3 and 4 aspect traffic lights: 610 mm

Wire colour coding shall be as follows:

- Red Signal – Red wire
- Amber Signal – White wire
- Green Signal – Blue wire
- Additional Signal – Grey wire
- Neutral – Black wire

EXTERNAL FINISH

The signal head shall be pigmented matt black and any aluminium parts shall be powder coated.

MOUNTING

Each traffic light shall have a thread at the top and bottom of the assembly to facilitate mounting. Two 10 mm set screws must be provided with each traffic light assembly. A stud with nut leaving thread exposed to the outdoor elements is not acceptable.

Two right angle brackets including universal pole mounting straps designed to fit poles from 100 mm to 170 mm diameter shall be available to fix traffic lights to the poles. Pole straps must be tensioned with a set screw and nut, crimping or band-it strapping is not acceptable.

Brackets to mount traffic lights side by side shall be available as an optional extra.

CONFIGURATIONS

The following traffic light configurations shall be available:

- aspect – S1, S2, S3 and S4
- 4 aspect – S5, S6 and S7
- 5 aspect – S8 and S9
- 2 aspect – S10, S11 (pedestrian) and S12

All the above configurations shall be available for left, right and straight traffic movements.

STATUTORY APPROVAL

The traffic lights must have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1459:2004 (for LED traffic signals). Documentary proof of compliance must be submitted.

3) BACKGROUND SCREENS

CONSTRUCTION

The background screens shall be 500 mm wide with a full radius on the top and bottom. Dimensions of the background screens shall comply with Volume 4, Part 3 of the South African Road Signs Manual and the technical requirements of SANS 1459:2004.

Background screens shall be of a modular construction to facilitate maintenance, but shall be supplied as a fully assembled unit for ease of installation. The unit shall fit directly onto the traffic light without the use of brackets, straps or clamps. Background screens shall be shaped in such a manner that maximum strength is achieved with a lightweight construction. The screens shall be fitted to the lights with a sufficient number of screws to spread the wind age load, thus preventing breaking of the screens over extended periods. Screens shall be supplied complete with stainless steel mounting screws.

No visible daylight is allowed to pass between the lantern and the background screen.

MATERIAL

Background screens shall be manufactured from a suitable, UV stabilised, reinforced polymer compound.

FINISH AND BORDER

Background screens shall be machine moulded and pigmented black. All background screens shall be supplied with a 50 mm wide, white, border.

CONFIGURATIONS

The following standard background screen configurations shall be available:

- 2 aspect – S10 and S12
- 3 aspect – S1, S2, S3 and S4
- 4 aspect – S5, S6 and S7
- 5 aspect – S8 and S9
- Custom configurations must be available on request

4) SIDE-MOUNTING BRACKETS

The following hot-dip galvanised side mounting brackets must be available:

- 3 aspect to 2 aspect short bracket for S8 and S9 signals
- 3 aspect to 2 aspect long bracket for a S1/S10 configuration
- 3 aspect to 3 aspect long bracket for a S4/S1R configuration

The long brackets must have an upper and lower section to ensure rigid mounting of the traffic lights.

5) POLE-MOUNTING STRAPS

The pole-mounting strap shall consist of a 60 mm, right-angle bracket with two buckles and a tensioning set screw with nut. These components must be hot-dip galvanised. The pole strap shall be manufactured from hot-dip galvanised steel, 25 mm wide by 1.2 mm thick and shall be designed to fit poles ranging from 100 mm to 170 mm in diameter. Pole straps that require crimping or band-it strapping will not be acceptable. As an optional extra hot-dip galvanised right angle brackets, 130 mm long, must also be available to allow mounting of signal heads at ninety degrees on the same pole.

Specifically manufactured straps for the mounting of pedestrian pushbutton stations as well as pole-mount cabinets must also be available.

6) POLE-TOP TERMINAL BOXES

CONSTRUCTION

The base of the pole-top terminal box shall be made of UV stabilised nylon with a 30% glass fill, and shall not distort or corrode after prolonged exposure to outdoor conditions. It shall be designed to fit into a 114 mm O.D. pole with a wall thickness varying from 2 mm to 6 mm and shall be supplied complete with an adequate number of 6-way, 15 A terminal strips. Six tapered knock-outs shall be provided in the base to accommodate the PVC conduit for each traffic light mounted on the pole. The cover of the terminal box shall also be manufactured from UV stabilised nylon with a 30% glass fill and be held in position with two quick-release catches. Provision shall be made for fastening of cables to the base of the terminal box.

FINISH

All parts, being corrosion-proof, shall be left uncoated and shall be pigmented matt black.

7) STANDARD TRAFFIC LIGHT POLES

CONSTRUCTION

The poles shall be 114 mm diameter by 3.3 m long. When installed the pole top shall be 3.3 m from pavement level as only the foundation frame will be installed below ground level.

A robust foundation frame complete with foundation bolts, nuts and levelling washers shall be supplied with each pole.

The base of the pole must be designed to fracture on impact without damaging the foundation or foundation frame to facilitate maintenance. Provision must be made to earth the top of the pole with a 10 mm set screw and nut.

MATERIAL

The pole shall be manufactured from first grade steel tubing, adequately rated for the maximum loading due to the fixed mass as well as wind load. No butt or longitudinal welds will be permitted.

FINISH

The pole must be thoroughly cleaned and primed with red oxide primer.

8) PEDESTRIAN PUSH BUTTON STATIONS

CONSTRUCTION

Pedestrian push buttons shall have an adequately rated green pushbutton, with one normally open contact, housed in a robust, reinforced nylon enclosure. The enclosure shall have an indented walking-man emblem and shall be tamper proof, i.e.:

- Screws shall have allen key drives to deter vandals.
- Buttons with threaded locating rings, which can be loosened from the front of the housing, will not be permitted.
- The enclosure shall not be easily bent or broken by hand.

MATERIAL

The enclosure shall be made from UV stabilised nylon with a 30 % glass fill for rigidity.

Screws and nuts shall be made from grade 304 stainless steel.

The indented emblem shall be a seven year, retro-reflective vinyl sticker.

MOUNTING

Each pedestrian push button shall be supplied with a universal pole mounting strap suitable for poles from 100 mm in diameter to 170 mm in diameter. The enclosure must be designed in such a way that it does not distort when the pole strap is tightened.

CABLE ENTRY

The pedestrian pushbutton housing shall have the option of a threaded hole at the bottom to fit a No. 0 cable gland (20 mm conduit thread). An alternative cable entry at the back of the push button housing shall also be provided.

FINISH

The pedestrian push button station shall be pigmented matt black, not coated. The indented emblem shall be a yellow, retro-reflective, vinyl sticker.

9) CABLING AND INSTALLATION

TRENCHING AND BACKFILLING

All cable trenches shall have a minimum depth of 600 mm and cleared of debris before cables are laid. A 100 mm layer of sifted soil must be placed over the cables and compacted. The trench must then be backfilled and thoroughly compacted in 150 mm layers with the original material.

CABLE DUCTS

All cables under roadways and paved surfaces must be laid in 100mm PVC ducts to facilitate maintenance.

UNDER-ROAD BORING

Cable ducts under roadways must be installed by means of under-road boring. Trenching in tarred surfaces will only be permitted where under-road boring is not possible due to physical circumstances such as boulders or multiple existing services. If under-road boring is not possible, the contractor must get

written permission from Senqu Municipality before any trenching across roadways may commence. The contractor shall be responsible for the reinstatement of the tarred surfaces and all trenches under roadways must pass a compaction test before the tar surface is reinstated.

SIGNAL CABLES

All signals shall be cabled with 19-core, 1.5 mm², 600 V SWA cable. A ring feed is required at each intersection with the cable starting at the controller, looping to each pole, and ending back at the controller. The cable armouring shall be bonded to earth at the controller as well as at each pole. To facilitate maintenance, all 19 cores must be connected at each pole-top terminal box, regardless of the number of signals on the pole. Underground joints in the signal cable shall not be permitted. Signal cables must have a minimum of 3 m slack coiled at the base of each pole as well as at the controller to facilitate maintenance. When specified, 27-core, 1.5 mm² SWA cable shall be used for more complex intersections.

POWER SUPPLY

The contractor shall be responsible for determining the length and size of the power supply cable required at each of the new installations. Power shall be supplied with a 600 V, three core SWA cable extending from the power supply cubicle up to the controller. There shall be a minimum of 3 m slack at the cubicle as well as at the controller. The contractor shall be responsible for the supply and installation of the cable.

LOOP LEAD-IN CABLES

Each vehicle sensing loop shall be cabled with a 2-core, 1.5 mm², 600 V SWA cable extending from the loop to the controller. Loop lead-in cables must have a minimum of 1 m slack at the point where it is spliced to the loop as well as 3 m slack coiled at the base of the controller. Multiple loops on the same cable shall not be permitted.

VEHICLE SENSING LOOPS

The slots in the road surface for vehicle sensing loops shall be 20 mm deep and 5 mm wide. The slots must be accurately cut with a diamond saw and cleared of debris before inserting the loop conductor. Corners of the loops shall be cut at 45° to eliminate sharp points which may damage the loop's insulation. The loop geometry and number of turns shall be as specified by the manufacturer of the particular loop detector unit used at the controller. Loop leads must be twisted and passed through a 12 mm hole drilled through the concrete curbing and spliced with an SABS approved cable jointing kit to the 2-core, SWA loop lead-in cable. The slots in the road surface shall be sealed with an epoxy or similar approved material.

EARTHING

The controller as well as all traffic light poles shall be bonded to a earth spike with a 10 mm² stranded bare copper conductor run in parallel with the 19-core signal cable. The earth wire shall be terminated with crimp-on lugs. All cable armouring shall be earthed at the controller as well as at each pole. ***The maximum resistance of the earth continuity conductor must not exceed 1.1 Ω as per SANS 10142 Wiring Code.***

POLE FOUNDATIONS

Pole foundations for standard traffic light poles shall be 0.6 m in diameter and 0.7 m deep with a robust foundation frame cast in 20 MPa concrete. If the pole is struck by a vehicle, the pole must fracture and the foundation must not be damaged, to facilitate maintenance.

Pole foundations for totem poles shall be 0.6 m in diameter and 1 m deep with a robust foundation frame cast in 20 MPa concrete.

Pole foundations for cantilever poles shall be rectangular and of the following dimensions:

- 1 m long in the direction of the cantilever.
- 0.8 m wide.
- 1 m deep.

The cantilever pole's foundation frame shall be cast in 20 MPa concrete at a point 0.25 m from the back of the foundation.

All pole foundations shall have an adequate duct, cast at approximately 45°, to accommodate the signal cables.

REINSTATEMENT

The contractor shall be responsible for the removal of all debris as well as the reinstatement of tarred surfaces, concrete, brick paving and curbing which may have been damaged during installation.

APPROVAL

The contractor shall have, in his employ, a ***registered wireman with the Electrical Contracting Board of South Africa, who shall furnish a certificate of compliance (COC) for the electrical installation.***

CONTRACTOR'S RESPONSIBILITIES

All the existing traffic signal equipment at the relevant intersections must be removed and delivered to the municipal stores at no extra charge to the municipality.

The contractor will comply with all relevant acts and by-laws.

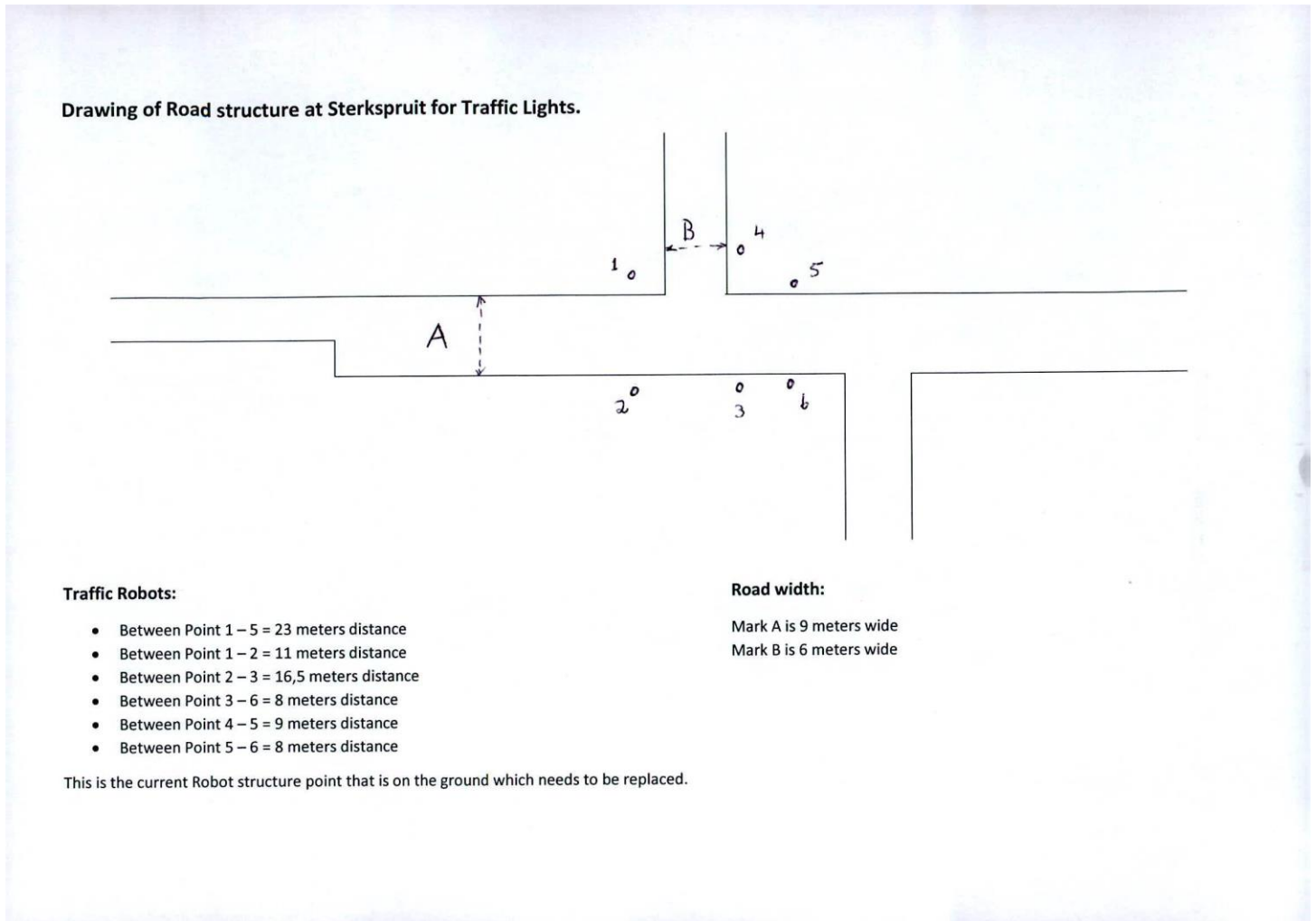
SENQU MUNICIPALITY'S RESPONSIBILITIES

The Senqu Electrical Department will assist in pointing out or installing a power supply cubical for each of the new installations and provide a circuit breaker to facilitate connections. Metering may be included at the discretion and cost of the local authority.

DAMAGE

Any damage caused by the contractor or his staff to private or Senqu Municipality's property must be repaired at the contractor's expense. Any property found damaged by others, which could implicate the contractor in any way, must be reported to the Traffic and Security Services and Traffic Engineering Department before any work commences.

10) DRAWING OF TRAFFIC LIGHTS POSITIONS



REGULATIONS, FACTORIES ACT AND BY-LAWS (Special conditions of Contract)

Where any reference is made to any code of practice or standard specification, amendments up to date will be applicable.

All work carried out must comply with the following:

- Occupational Health and Safety Act (Act 85 of 1993).
- The Senqu Municipality by-laws.
- The South African Road Traffic Signs Manual (SARTSM)-Latest version.
- Codes of Practice for Work in the Road Reserve as issued by the Senqu Municipality.
- SABS 1507 Electric Cables with Extruded Solid Dielectric Insulation.
- SANS 1549:2004 (Traffic Lights).
- SANS 1547:2005 (Traffic Signal Controllers).
- SANS 10142 Wiring Code.

SITE MEETINGS:

The Tenderer shall organise and attend monthly site meetings with the Senqu Municipal appointed Staff member for this Project. At these meetings the progress of the Tenderer will be discussed, and the

Tenderer shall provide the Senqu Municipal appointed Staff member with updated progress, on which he will indicate the originally planned construction program with their respective commencement and completion dates in bar chart form; the progress to date as well as the actual commencement dates of the constructional elements together with the projected completion dates, Cash flow schedules shall also be updated at each meeting.

SECURITY

The contractor's attention is drawn to the fact that he is responsible for the loss of all Senqu Municipality equipment and or material for which he has taken delivery. The contractor must familiarise himself with the risks and conditions pertaining to the safety of personnel on site. Senqu Municipality will not be held liable for any damage or injuries which occur during the installation of the traffic signals.

COMPETENT PERSON

In some instances the contractor's staff will be required to work on live equipment. The contractor will be required to have, in his employ, competent electricians to carry out this work. These electricians must also be fully conversant with traffic signal systems and all other relevant equipment.

STANDARD OF SERVICE

The contractor must ensure that Senqu Municipality's engineer's best interests are serviced at all times during the contract period. Recommendations and advice must be based on impartial observations, responsible opinions and relevant facts. Any information gained by the contractor during the course of the contract must be kept in strict confidence and may not be used without the written permission of the town engineers.

CONTRACTOR REGISTRATION

Only tenderers who are registered with the Construction Industry Development Board (CIDB), with a contractor ***grading of EP1 or higher***, are eligible to have their tenders evaluated. ***A Certificate of Contractor's Registration issued by the CIDB shall be submitted with the tender.***

DOCUMENTATION

The Contractor shall supply an as-built drawing of each intersection as well as a certificate stating that the installation complies with the South African Road Traffic Signs Manual and the relevant SABS specifications.

WORKMANSHIP AND STAFF OF ELECTRICAL INSTALLATIONS:

The workmanship shall be of the highest grade and to the satisfaction of the Senqu Municipal Staff member Representative.

All inferior work shall, on indication by the Senqu Municipal Staff member Representative, immediately be removed and rectified by and at the expense of the Electrical Contractor.

DELIVERY AND EXECUTION OF WORKS:

It should be noted that time is the essence of the contract. On the Delivery Schedule provision is made for the tenderer to insert his required time for completion of the contract. Resulting from the tendered contract period, a completion date is to be agreed upon between the contractor and the Senqu Local Municipality at the acceptance of this contract. The contract will be completed as per construction program. In the

event the installation is not completed by the above- mentioned date the penalty clause will be applied and becomes effective from that date.

INSURANCE:

Once the material has been off-loaded, then safekeeping thereof becomes the responsibility of the contractor(s). He shall make the necessary arrangements for safe storage on site, offering adequate protection against theft, damage, wind and weather. The responsibility for insurance of materials against any form of damage or theft thereof also rests with the contractor.

ASSIGNMENT AND SUBCONTRACTING

N/A

SAFETY

The contractor is responsible for the safety of all his activities and complies with all statutory safety regulations and any additional safety regulations stated in the Works Information. A Safety Plan must be provided to the municipality.

ESCALATION

Contact price adjustment (Escalation) will not be applicable to this contract and tenderers must allow in their tender price for any anticipated fluctuations of prices.

DAMAGES TO OTHER SERVICES:

The contractor shall be held responsible for all damages incurred by him. These shall, for example include damages to kerbstones, tar roads, telecommunication and water pipelines, etc.

In order to minimize such damages and problems, it is of absolute importance that the contractor should liaise and co-ordinate his planning with the relevant authority.

COMMUNITY INVOLVEMENT

Community involvement for the successful execution of this contract will be a priority, and approval to work in any ward or town will be approved by the Senqu Local Municipality before any execution of work will be done.

The Tender must comply with the Following conditions or will not be considered:

- Compulsory site meeting must be attended by all Tenderers.
- This Tender effective date will be effective from the date of signing the SLA with the Municipality.
- The Supplier must give Warranty of 12 months on all products after completion.
- Installation must be installed by a qualified electrical Staff (C.V. of qualified electrical staff to be attached on the tender documents)
- Compliance Certificate must be supplied after completion of work.

SECTION 6: DOCUMENTATION AND INFORMATION RELATED TO THE BRIEF

- Any information available at Senqu Municipality will be provided to the service provider.
- Ownership of factual information, collected by the service provider and paid for by either of the municipalities shall vest with the municipality. Electronic version of the information should be supplied to the municipality.

NB: Only companies that attended the compulsory site briefing will be rejected.

SECTION 6: IMPLEMENTATION SCHEDULE

- The bidder will be requested to submit a preliminary progress report it will be approved by the project Manager, failure to do so will disadvantage the establishment of Site.

SECTION 7 : FINANCIAL

Capital budget.

MONITORING AND REPORTING

- Payment to the service provider shall only be authorised once the product has been certified as complete and credible.

DUTY OF CARE

The Service Provider shall perform the Services in accordance with the Scope of Work as detailed on these terms of reference and approved proposal with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards

All data submitted will be required to have been signed off as true and correct as at the date of verification and the service provider will be held responsible for the submission of false or incorrect information.

Any conflict between the specifications contained on the Terms of Reference document and the approved Proposal by the Service Provider, the specifications and conditions contained on the Terms of Reference document shall supersede.

DURATION OF THE PROJECT

The duration of the project shall be for four months from the date of signing of the project contract. However a well detailed and defined Project Plan with alternative timelines may be considered.

VALIDITY OF BID

The validity of the offer is ninety (120) days.

GENERAL CONDITIONS OF CONTRACT

- The latest general conditions of contract and contract law will apply.
- Where special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

SPECIAL CONDITIONS OF CONTRACT

Special conditions required:

BILL OF QUANTITIES

NB ANY ALTERATIONS MADE TO THE TENDER DOCUMENTS MUST BE SIGNED IN FULL BY THE TENDERER'S AUTHORISED SIGNATOR. A LETTER ON THE COMPANY'S OFFICIAL LETTERHEAD SHALL ACCOMPANY ANY ALTERATIONS, FAILURE TO OBSERVE THIS MAY DISQUALIFY THE TENDER. CORRECTION FLUID, PENCIL AND ERASABLE INK WILL NOT BE ACCEPTED AND MAY DISQUALIFY THE TENDER.

NB THE FOLLOWING BILL OF QUANTITIES MUST BE COMPLETED FOR EACH INTERSECTION.
FAILURE TO DO SO WILL DISQUALIFY THE TENDER.

NB ALL QUANTITIES ARE ESTIMATES ONLY AND WILL BE REMEASURED UPON COMPLETION OF THE WORK

NB ALL EQUIPMENT SUPPLIED MUST BE NEW AND AS PER THE ATTACHED SPECIFICATIONS.

PRICING INSTRUCTIONS

SECTION 2.3: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.3.1 Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- 2.3.2 The short descriptions given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the specific conditions of contract as well as under the scope of work.
- 2.3.3 For the pricing schedule, the following words shall have the meanings hereby assigned to them:
 - 2.3.3.1 Unit means the unit of measurement for each item of work.
 - 2.3.3.2 Quantity means the number of units of work for each item.
 - 2.3.3.3 Rate means the agreed payment per unit of measurement.
 - 2.3.3.4 Amount means the product of the quantity and the agreed rate for an item.
 - 2.3.3.5 Sum means an agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
- 2.3.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be covered by the other prices or rates in the pricing schedule.
- 2.3.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Special Condition of Contract and the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 2.3.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time- based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.3.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

2.3.8 The pricing to be indicated in Section A is based on estimated quantities from the previous year and is only used for evaluation purposes.

2.3.9 For section A only, firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2.3.10 The rates quoted in the section A of the pricing schedule will be applicable as from **the 1st Month whereby the Tender appoints the Contractor until the construction program is completed.** Subsequent years will be subject to Section B of the pricing schedule if applicable.

2.3.11 The bid will be evaluated based on the total cost of contract, in other words the rates multiplied by the quantities for the first year as per section A of the price schedule after which the quoted escalation rates as per Section B of the Bidding schedule will be applied to the annual cost excluding the once off implementation cost, if any

2.3.12 **No other format of pricing schedule, as prescribed in the pricing schedule below will be allowed**

**2.3.13 SECTION (A) OF PRICING SCHEDULE
(Add Remove as per tender requirements)**

Item no.	Description	Unit	Quantity	Rate Inclusive of VAT	Total inclusive of VAT
1.	Site Establishment	Lump Sum	Once off		
2.	Supply and installation of 4 Phase microprocessor based controller including Plinth Mount Cabinet, Foundation Frame in concrete, Minimum of 4 Phases extendable to 16 phases and configuration of the programme	Each	1		
3.	Loop Detectors	Each	Rate		
4.	Supply and installation of LED traffic lights complete with background screens, mounting brackets and pole straps. 3 aspect (SARTSM S1) 4 aspect (SARTSM S5, S6 & S7) 5 aspect (SARTSM S8)	Each Each Each	9 Rate Rate		

	2 aspect (SARTSM S10) 2 aspect Pedestrian (SARTSM S11)	Each Each	Rate 6		
5.	Supply and installation of replaceable, flange-mount traffic signal poles 3.3 m standard traffic light poles	Each	7		
6.	Painting of poles with two coats of golden yellow enamel. 3.3 m standard traffic light poles	Each	7		
7.	Supply and install three lines of reflective tape per pole 3.3 m standard traffic light poles	Each	7		
8.	Supply and installation of pole foundations (excavation, frames and concrete included) Standard pole foundation	Each	7		
9.	Supply and installation of pole-top terminal boxes	Each	7		
10.	Supply and installation of No. 2 cable glands	Each	17		
11.	Supply and installation of single lane traffic loops	Each	Rate		
12.	Supply and installation of double lane traffic loops	Each	Rate		
13.	Supply and installation of pedestrian pushbutton stations	Each	Rate		
14.	Cabling and earthing: a) Supply and installation of 27-core SWA signal cable. b) Supply and installation of 19-core SWA signal cable. c) Supply and installation of 2-core SWA loop lead-in cable d) Earthing and earth spike (earth continuity not to exceed 1.1 Ω) e) Supply and installation of 10 mm ² bare copper earth wire f) Adequately rated 3-core power supply cable	m m m Lump Sum m m	Rate 200 Rate Total 200 50		
15.	Excavate pick able soil	m ³	32		
16.	Excavate un-pick able soil over and above item no. 15	m ³	Rate		
17.	Excavation to locate and prove existing ducts	m ³	Rate		
18.	Under-road boring including pits and ducts.	m	36		
19.	Under-road directional drilling including pits and ducts.	m	Rate		
20.	Backfilling and compaction	m ³	32		
21.	Cutting, lifting and reinstatement of paving	m ²	60		
22.	Cutting, lifting and reinstatement of tar	m ²	Rate		
23.	Importing of filling soil/crush	m ³	Rate		
24.	Exporting of soil and rubble	m ³	3		

25.	Commissioning	Lump Sum	Total		
	Total Price inclusive of VAT	N/A	N/A	N/A	R

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

NAME OF BIDDER: _____

TENDER NUMBER:

CLOSING DATE: **TIME: 12H00**

OFFER TO BE VALID FOR **NINETY CONSECUTIVE (90) DAYS** FROM THE CLOSING DATE OF BID.

- REQUIRED BY: _____
- AT: _____
- BRAND AND MODEL _____ OFFERED
- COUNTRY OF ORIGIN _____
- DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS? **YES/NO***
- IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS

- DELIVERY PERIOD: _____ DAYS/WEEKS/MONTHS
- DELIVERY BASIS: _____ FIRM/NOT FIRM

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....

DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....
3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....
3.11 Are you, aware of any relationship (family, friend, other) between
any other bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....
3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....
3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this
company have any interest in any other related companies or business whether or not they are bidding for this
contract. **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

I.....declare that the information provided is true and correct, the signature to this application is duly authorized and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Senqu Municipality

DATE

NAME OF COMPANY OF SERVICE PROVIDER

Should the applicant have, in the opinion of the Senqu Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to this application, then the Senqu Municipality may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel any contract without prejudice to any legal rights the Sengu Municipality may have

Should the applicant disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Sengu Municipality and such applicant.

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 **Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South**

African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.

- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:.....

ADDRESS:

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

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

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

(C1)	Tender No.		
(C2)	Tender description:		
(C3)	Designated product(s)		
(C4)	Tender Authority:		
(C5)	Tendering Entity name:		
(C6)	Tender Exchange Rate:	Pula	€U
(C7)	Specified local content %		

GSP

--	--

Signature of tenderer from Annex B

Date: _____

(C20)	Total tender value	
-------	--------------------	--

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Senqu Local Municipality** in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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 fulfilment 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.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(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 audi alteram partem rule was applied).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A
PAST EXPERIENCE WITH OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE B
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with SENQU MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....

- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm.....

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm.....

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *

 (i) Profit and loss sharing

 (ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

 (iii) Anticipated on-going capital contributions in Rands

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

 (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. **PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone.....

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name

Address

Telephone.....

Date

(Continue as necessary)

ANNEXURE C
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY SENQU MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the SENQU MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of SENQU MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the SENQU MUNICIPALITY or its Senqu Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE D
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Senqu Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
NAME OF COMPANY OF BIDDER

Should the bidder have, in the opinion of the SENQU MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the SENQU MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the SENQU MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the SENQU MUNICIPALITY and such bidder.

ANNEXURE E

BID CHECK LIST

All Senqu Local Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of Senqu Municipality.

