



**WINNIE MADIKIZELA MANDELA LOCAL**

**MUNICIPALITY TENDER NO: WMM LM**

**09/06/22 MTL**

RE-ADVERT

**BID DESCRIPTION: REPAIRS AND MAINTENANCE OF TRAFFIC LIGHTS (3 YEARS)**

**ISSUED BY:**

**SUPPLY CHAIN MANAGEMENT  
OFFICE WINNIE MADIKIZELA  
MANDELA MUNICIPALITY  
P O BOX 12  
MBIZANA  
4800**

|                         |  |
|-------------------------|--|
| <b>NAME OF TENDERER</b> |  |
| <b>ADDRESS</b>          |  |
| <b>TELEPHONE NUMBER</b> |  |
| <b>TOTAL BID PRICE</b>  |  |
| <b>CSD NUMBER</b>       |  |

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**PLEASE NOTE:**

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned therein may render the tender liable to rejection.

|                              |
|------------------------------|
| <b>(1) DETAILS OF BIDDER</b> |
|------------------------------|

|                                              |  |
|----------------------------------------------|--|
| FULLNAMES                                    |  |
| COMPANY/ENTERPRISER<br>EGISTRATIONNO.ORIDNO. |  |
| POSTALADDRESS                                |  |
| PHYSICALADDRESS                              |  |
| TELEPHONENO.                                 |  |
| CELLNO.OFCONTACTPERSON                       |  |
| FAXNO.                                       |  |
| E-MAILADDRESS                                |  |
| CONTACTPERSON                                |  |
| VAT REGISTRATIONNO.                          |  |



## RE-ADVERT

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested in the below listed projects

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za))

**Project Name**

1.Repairs and maintenance of Traffic lights (3 Year Contract)

**Bid Number**

WMM LM 09/02/2022 MTL

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the 80/20 preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 6 months),
- Valid Tax Clearance PIN provided by SARS
- Bid documents MBD1, MBD4, MBD6.1, MBD6.2, MBD6.4, MBD 8 and MBD 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- Evaluation criteria :80 = Price, 20 Specific goals as per attached MBD 6.1

NB: All attached documents will be subject to confirmation and No Bidder will be accepted if registered on central supplier database (CSD).

**Published on the 21 April 2023**

Closing date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) no later than **22 May 2023** at 12h00 after which they will be opened. All tenders must have a subject All tenders must be clearly marked the name of the projects and Reference: **Failure to do so your tender may not be considered.**

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted.

Winnie Madikizela- Mandela Local Municipality reserves the right to accept part or full bid

Technical enquiries, please contact to Mr. D.N. Lumphoko, Manager; Safety & Security 039 251 0230 or email to [lumphokod@mbizana.gov.za](mailto:lumphokod@mbizana.gov.za).

Supply Chain Management related enquiries, please contact Mr. Z. Khala at (039) 2510230, Ext. 2113, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours only

.....  
Mr. L. Mahlaka  
MUNICIPAL MANAGER

## Letter of Consent

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The Municipal Manager  
Winnie Madikizela-Mandela Local Municipality  
P.O. Box 12  
Bizana  
4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we \_\_\_\_\_ grant my/our consent to such source to provide confidential information. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

|                          |                                                                                                                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | I/We hereby consent to the above                                                                                                                                                                                       |
| <input type="checkbox"/> | I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid. |

Signature: ..... Date: .....

Name of Witness: ..... Signature: .....

### (3) INVITATION TO BID

MBD 1

#### PART A INVITATION TO BID

|                                                                                                                                                                                                                      |                              |                         |                      |                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------|----------------------|------------------------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>                                                                                                                |                              |                         |                      |                              |  |
| <b>BID NUMBER:</b>                                                                                                                                                                                                   | <b>CLOSING DATE:</b>         | 22 May 2023             | <b>CLOSING TIME:</b> | 12H00                        |  |
| <b>DESCRIPTION</b>                                                                                                                                                                                                   |                              |                         |                      |                              |  |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).<br/>BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS</b> |                              |                         |                      |                              |  |
| TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R200 000 inclusive of VAT                                                                                                                                               |                              |                         |                      |                              |  |
| OR                                                                                                                                                                                                                   |                              |                         |                      |                              |  |
| QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R200 000 but above R30 000 inclusive of VAT                                                                                                                           |                              |                         |                      |                              |  |
|                                                                                                                                                                                                                      |                              |                         |                      |                              |  |
|                                                                                                                                                                                                                      |                              |                         |                      |                              |  |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                          |                              |                         |                      |                              |  |
| <b>NAME OF BIDDER</b>                                                                                                                                                                                                |                              |                         |                      |                              |  |
| <b>POSTAL ADDRESS</b>                                                                                                                                                                                                |                              |                         |                      |                              |  |
| <b>STREET ADDRESS</b>                                                                                                                                                                                                |                              |                         |                      |                              |  |
| <b>TELEPHONE NUMBER</b>                                                                                                                                                                                              | <b>CODE</b>                  |                         | <b>NUMBER</b>        |                              |  |
| <b>CELLPHONE NUMBER</b>                                                                                                                                                                                              |                              |                         |                      |                              |  |
| <b>FACSIMILE NUMBER</b>                                                                                                                                                                                              | <b>CODE</b>                  |                         | <b>NUMBER</b>        |                              |  |
| <b>E-MAIL ADDRESS</b>                                                                                                                                                                                                |                              |                         |                      |                              |  |
| <b>VAT REGISTRATION NUMBER</b>                                                                                                                                                                                       |                              |                         |                      |                              |  |
| <b>TAX COMPLIANCE STATUS</b>                                                                                                                                                                                         | <b>TCS PIN:</b>              |                         | <b>OR</b>            | <b>CSD No:</b>               |  |
| <b>PEOPLE LIVING WITH DISABILITY<br/>[TICK APPLICABLE BOX]</b>                                                                                                                                                       | <input type="checkbox"/> Yes | <b>MILITARY VETERAN</b> |                      | <input type="checkbox"/> Yes |  |
|                                                                                                                                                                                                                      | <input type="checkbox"/> No  |                         |                      | <input type="checkbox"/> No  |  |
| <b>[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]</b>                                                     |                              |                         |                      |                              |  |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                                     |
| 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. |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |
| 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.                                                                                                        |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                     |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                            |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                  |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                 |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                      |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                  |
| <b>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.</b>               |

**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: .....

#### (4) EVALUATION CRITERIA

Bids will be evaluated based on the following criteria for Functionality

| Criteria                                                                                                                                                                                             | Applicable values/points                                                                                                                                                                                     | Weight     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>EXPERIENCE</b><br><br><i>This tests the experience of bidders in providing similar services (the bidder must attach signed appointment letters or Purchase Order for previous work supplied).</i> | Company has been in operation for more than 4 years( <i>Provide signed appointment letter / Purchase Order for supply and delivery of similar items on or before October 2017</i> ) (10Points)               | 30         |
|                                                                                                                                                                                                      | Has supplied good/services exceeding R1 million on aggregate over the last 3 years. ( <i>Provide signed appointment letters / Purchase Orders and clients' signed confirmation of delivery</i> ) (20Points). |            |
| <b>CAPACITY TO DELIVER</b><br><i>-Availability of delivery Vehicle</i>                                                                                                                               | Bidder's key personnel must submit CV supported by available certificates in line with the work. (10 Points).                                                                                                | 50         |
|                                                                                                                                                                                                      | Bidder is registered as a Distributor ( <i>Provide Distribution certificate</i> ) (20 Points)                                                                                                                |            |
|                                                                                                                                                                                                      | Bidder has an approved account with a certified distributor ( <i>Provide confirmation from the distributor/agreement</i> ) (10 Points).                                                                      |            |
|                                                                                                                                                                                                      | Bidder to provide a written commitment to deliver within 14 working days after the items have been requested (10 Points).                                                                                    |            |
|                                                                                                                                                                                                      | Bidder to provide a Bank confirmation of Cash Inflows exceeding R1million within the last 12 months prior to the 30 days of advert date (10 Points).                                                         |            |
| <b>Total</b>                                                                                                                                                                                         |                                                                                                                                                                                                              | <b>100</b> |
| <b>Price</b>                                                                                                                                                                                         |                                                                                                                                                                                                              | <b>80</b>  |
| <b>B-BBEE</b>                                                                                                                                                                                        |                                                                                                                                                                                                              | <b>20</b>  |

**NB: Bidders should score 70% of the functionality to proceed to the next stage.**

## DECLARATION OF INTEREST

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

(e) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of

the company or business and exercises control over the company.

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES)**

.....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## (6) PRICE SCHEDULE

## REPAIRS AND MAINTENANCE

**N.B: Winnie Madikizela Mandela Municipality will only accept firm prices. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.**

| NO         | DESCRIPTION                                                                 | UNIT | ESTIMATED<br>QUANTITY<br>PER ANNUM | UNIT PRICE | AMOUNT |
|------------|-----------------------------------------------------------------------------|------|------------------------------------|------------|--------|
| <b>A.1</b> | <b>CABLING, INSTALLATION</b>                                                |      |                                    |            |        |
| 1.1        | 19 core, 1,5 mm armoured cable                                              | m    |                                    | R          | R      |
| 1.2        | 2 core, 1,5 mm armoured cable                                               | m    |                                    | R          | R      |
| 1.3        | 1,5 mm loop feeder cable                                                    | m    |                                    | R          | R      |
| 1.4        | Glanding 27 core cable – distribution cabinet end                           | ea   |                                    | R          | R      |
| 1.5        | Glanding 19 core cable – traffic signal pole end                            | ea   |                                    | R          | R      |
| 1.6        | Glanding of 2 core supply cable                                             | ea   |                                    | R          | R      |
| 1.7        | Installation of 8 gauge draw wire                                           | m    |                                    | R          | R      |
| 1.8        | Joining of 1,5mm, 14 core armoured cable with the use of a No 3 cable joint | m    |                                    | R          | R      |
|            | <b>SUB TOTAL SECTION A.1</b>                                                |      |                                    | <b>R</b>   |        |
| <b>A.2</b> | <b>Installation on traffic signal pole and termination of head wiring</b>   |      |                                    |            |        |
| 2.1        | 5 – aspects including Backboard                                             | ea   |                                    | R          | R      |

| NO  | DESCRIPTION                                                                                                                                                          | UNIT | ESTIMATED QUANTITY PER ANNUM | UNIT PRICE | AMOUNT |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|------------|--------|
| 2.2 | 3 – aspects including Blackboard                                                                                                                                     | ea   |                              | R          | R      |
| 2.3 | 2 – aspects including Backboard                                                                                                                                      | ea   |                              | R          | R      |
| 2.4 | Pedestrian push- button: Including running cable from top of pole to push- button, drilling of hole and connection of push-button on top of pole and at push-button. | ea   |                              | R          | R      |
|     | SUB TOTAL SECTION A.2                                                                                                                                                | R    |                              |            |        |
| A.3 | Traffic signal poles and Controllers Installation:                                                                                                                   |      |                              |            |        |
| 3.1 | Install standard traffic signal pole into existing plinth                                                                                                            | ea   |                              | R          | R      |
| 3.2 | Install over-head pole onto existing cage                                                                                                                            | ea   |                              | R          | R      |
| 3.3 | Install pole cap                                                                                                                                                     | ea   |                              | R          | R      |
| 3.4 | Plinth – Mount: Installation of traffic signal controller onto concrete plinth                                                                                       | ea   |                              | R          | R      |
| 3.5 | Pole – Mount: Installation of traffic signal controller Stand alone                                                                                                  | ea   |                              | R          | R      |
|     | SUB TOTAL SECTION A.3                                                                                                                                                | R    |                              |            |        |
| A.4 | SPARES                                                                                                                                                               |      |                              |            |        |
| 4.1 | Phase Traffic Controller Microprocessor based-Synchronisation required to existing controller                                                                        | ea   |                              | R          | R      |
| 4.2 | CPU card                                                                                                                                                             | ea   |                              | R          | R      |
| 4.3 | Lamp Driver Module                                                                                                                                                   | ea   |                              | R          | R      |
| 4.4 | 12v PSU Card                                                                                                                                                         | ea   |                              | R          | R      |
| 4.5 | 24v PSU Card                                                                                                                                                         | ea   |                              | R          | R      |
| 4.6 | Fault Monitoring Module                                                                                                                                              | ea   |                              | R          | R      |
| 4.7 | S11- 2 aspect traffic light                                                                                                                                          | ea   |                              | R          | R      |
| 4.8 | S1 -3 aspect traffic light c/w backing board – ITE spec                                                                                                              | ea   |                              | R          | R      |
| 4.9 | S8 – 5 aspect traffic light c/w backing board                                                                                                                        | ea   |                              | R          | R      |

| NO         | DESCRIPTION                                                                                                                                                                                                                                       | UNIT | ESTIMATED QUANTITY PER ANNUM | UNIT PRICE | AMOUNT |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|------------|--------|
|            | – ITE spec                                                                                                                                                                                                                                        |      |                              |            |        |
| 4.10       | GPS card                                                                                                                                                                                                                                          | ea   |                              | R          | R      |
| 4.11       | GPRS card                                                                                                                                                                                                                                         | ea   |                              | R          | R      |
| 4.12       | 3 aspect backing board screen                                                                                                                                                                                                                     | ea   |                              | R          | R      |
| 4.13       | 5 aspect R/T backing board screen                                                                                                                                                                                                                 | ea   |                              | R          | R      |
| 4.14       | Pole Termination Cap- Plastic                                                                                                                                                                                                                     | ea   |                              | R          | R      |
| 4.15       | Pedestrian Push Buttons                                                                                                                                                                                                                           | ea   |                              | R          | R      |
| 4.16       | 3.3m Galvanized Pole – Plinth Mounted                                                                                                                                                                                                             | ea   |                              | R          | R      |
| 4.17       | Galvanized Overhead Pole cw mounting cage                                                                                                                                                                                                         | ea   |                              | R          | R      |
| 4.18       | Controller Mounting Pole – Galvanized                                                                                                                                                                                                             | ea   |                              | R          | R      |
| 4.19       | 27 Core x 1.5mm Steel Wired Armour Plated Cable                                                                                                                                                                                                   | ea   |                              | R          | R      |
| 4.20       | 2 Core x 4mm Steel Wired Armour Plated Cable                                                                                                                                                                                                      | ea   |                              | R          | R      |
| 4.21       | 4mm Bare Copper Earth Cable                                                                                                                                                                                                                       | ea   |                              | R          | R      |
| 4.22       | Copper Earth Spike c/w clamp                                                                                                                                                                                                                      | ea   |                              | R          | R      |
| 4.23       | Cable Joint Kit                                                                                                                                                                                                                                   | ea   |                              | R          | R      |
|            | <b>SUB TOTAL SECTION A.4</b>                                                                                                                                                                                                                      |      |                              | <b>R</b>   |        |
| <b>A.5</b> | <b>TRAFFIC SIGNAL DISTRIBUTION CABINETS</b>                                                                                                                                                                                                       |      |                              |            |        |
| 5.1        | Installation of distribution cabinet onto concrete plinth                                                                                                                                                                                         | ea   |                              | R          | R      |
|            | <b>SUB TOTAL SECTION A.5</b>                                                                                                                                                                                                                      |      |                              | <b>R</b>   |        |
| <b>A6.</b> | <b>TO INCLUDE SCRAPPING, CLEANING, APPLICATION OF ONE UNDERCOAT AND TWO COATS OF PAINT, STENCILLING OF 50MM POLE NUMBER AND APPLICATION OF REFLECTIVE TAPE AS PER SARTSM IF REQUIRED, ALL PAINTS, BRUSHES AND REFLECTIVE TAPE TO BE SUPPLIED.</b> |      |                              |            |        |
| 6.1        | Painting of new galvanized traffic signal poles                                                                                                                                                                                                   | ea   |                              | R          | R      |
| 6.2        | Painting of existing painted traffic signal poles                                                                                                                                                                                                 | ea   |                              | R          | R      |

| NO         | DESCRIPTION                                                                                                                                 | UNIT  | ESTIMATED<br>QUANTITY<br>PER ANNUM | UNIT PRICE | AMOUNT |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------|------------|--------|
| 6.3        | Painting of backing boards with 50mm white border                                                                                           | ea    |                                    | R          | R      |
| 6.4        | Painting of new galvanized over- head traffic signal poles                                                                                  | ea    |                                    | R          | R      |
| 6.5        | Painting of existing galvanised over-head traffic signal poles                                                                              | ea    |                                    | R          | R      |
|            | <b>SUB TOTAL SECTION A.6</b>                                                                                                                |       |                                    | <b>R</b>   |        |
| <b>A.7</b> | <b>Checking of maintenance aspects (visors, lenses, backing boards, pole caps push button etc) at traffic signal intersections</b>          |       |                                    |            |        |
| 7.1        | intersection                                                                                                                                | /Hour |                                    | R          | R      |
| 7.2        | 2 – 25 intersections                                                                                                                        | /Hour |                                    | R          | R      |
|            | <b>Actual replacement of faulty equipment</b>                                                                                               |       |                                    |            |        |
| 7.3        | Cleaning of traffic signal lenses                                                                                                           | ea    |                                    | R          | R      |
| 7.4        | Replacement of traffic signal head lenses                                                                                                   | ea    |                                    | R          | R      |
| 7.5        | Replacement of traffic signal head visors                                                                                                   | ea    |                                    | R          | R      |
| 7.6        | Replacement of 5- aspect traffic signal head backing boards                                                                                 | ea    |                                    | R          | R      |
| 7.7        | Replacement of 3- aspect traffic signal head backing boards                                                                                 | ea    |                                    | R          | R      |
| 7.8        | Replacement of 2 aspect traffic signal head backing boards                                                                                  | ea    |                                    | R          | R      |
| 7.9        | Replacement of traffic signal pedestrian push- button                                                                                       | ea    |                                    | R          | R      |
| 7.10       | Replacement of traffic signal pole cap                                                                                                      | ea    |                                    | R          | R      |
| 7.11       | Removal of damaged accident pole and heads                                                                                                  | ea    |                                    | R          | R      |
| 7.12       | Moving of existing traffic signal pole from plinth onto temporary concrete block requiring the cutting off of 1m off the bottom of the pole | ea    |                                    | R          | R      |
| 7.13       | Concreting of existing and accident                                                                                                         | ea    |                                    | R          | R      |

| NO   | DESCRIPTION                                                                                                                                                      | UNIT  | ESTIMATED QUANTITY PER ANNUM | UNIT PRICE | AMOUNT |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------|------------|--------|
|      | damaged traffic signal poles. Sockets to be filled with sand and topped with 50mm topping of fine grit and cement. Pole to be plumed to make sure it is straight |       |                              |            |        |
|      | SUB TOTAL SECTION A.7                                                                                                                                            | R     |                              |            |        |
| A.8  | LAMP/ LED CHANGING, ALL MATERIALS TO BE SUPPLIED                                                                                                                 |       |                              |            |        |
|      | Checking of complete traffic signal intersection for lamp/LED failures                                                                                           |       |                              |            |        |
| 8.1  | 1 intersection                                                                                                                                                   | /Hour |                              | R          | R      |
| 8.2  | 2 - 25 intersections                                                                                                                                             | /Hour |                              | R          | R      |
| 8.3  | Changing of LED module                                                                                                                                           | /Hour |                              | R          | R      |
|      | SUB TOTAL SECTION A.8                                                                                                                                            | R     |                              |            |        |
| A.9  | REMOVAL OF TRAFFIC SIGNAL EQUIPMENT TO THE MUNICIPAL FACILITY                                                                                                    |       |                              |            |        |
| 9.1  | 5 – aspect head                                                                                                                                                  | ea    |                              | R          | R      |
| 9.2  | 3 – aspect head                                                                                                                                                  | ea    |                              | R          | R      |
| 9.3  | 2 – aspect head                                                                                                                                                  | ea    |                              | R          | R      |
| 9.4  | Pedestrian push button                                                                                                                                           | ea    |                              | R          | R      |
| 9.5  | Standard traffic signal pole                                                                                                                                     | ea    |                              | R          | R      |
| 9.6  | Over-head outreach traffic signal pole                                                                                                                           | ea    |                              | R          | R      |
| 9.7  | Pole cap                                                                                                                                                         | ea    |                              | R          | R      |
| 9.8  | Traffic signal controller                                                                                                                                        | ea    |                              | R          | R      |
|      | SUB TOTAL SECTION A.9                                                                                                                                            | R     |                              |            |        |
| A.10 | LABOUR RATES: additional rates to be used for items not covered in the tender                                                                                    |       |                              |            |        |
| 10.1 | Supervisor                                                                                                                                                       | /Hour |                              | R          | R      |
| 10.2 | Technician                                                                                                                                                       | /Hour |                              | R          | R      |
| 10.3 | Artisan/ Electrician                                                                                                                                             | /Hour |                              | R          | R      |

| NO          | DESCRIPTION                                                                                                                                                                                                                                                                    | UNIT           | ESTIMATED<br>QUANTITY<br>PER ANNUM | UNIT PRICE | AMOUNT |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|------------|--------|
| 10.4        | Artisan Assistant                                                                                                                                                                                                                                                              | /Hour          |                                    | R          | R      |
|             | <b>SUB TOTAL SECTION A.10</b>                                                                                                                                                                                                                                                  |                |                                    | <b>R</b>   |        |
| <b>A.11</b> | <b>HOURLY RATES FOR SPECIAL VEHICLES WITH DRIVER AND ASSISTANT, SHOULD THE MUNICIPALITY NOT BE IN THE POSITION TO PROVIDE</b>                                                                                                                                                  |                |                                    |            |        |
| 11.1        | Crane truck with driver/ operator and assistant                                                                                                                                                                                                                                | /Hour          |                                    | R          | R      |
| 11.2        | CherryPicker truck with driver/ operator and assistant                                                                                                                                                                                                                         | /Hour          |                                    | R          | R      |
|             | <b>SUB TOTAL SECTION A.11</b>                                                                                                                                                                                                                                                  |                |                                    | <b>R</b>   |        |
| <b>A.12</b> | <b>DEMOLITIONS, ETC.</b>                                                                                                                                                                                                                                                       |                |                                    |            |        |
| 12.1        | Carefully take up and remove existing 60mm thick concrete and clay pavers and set aside for re-use within a 300m radius.                                                                                                                                                       | m <sup>2</sup> |                                    | R          | R      |
| 12.2        | Take up and remove existing 60mm thick concrete and clay pavers and cartaway to a dumping site located by the council.                                                                                                                                                         | m <sup>2</sup> |                                    | R          | R      |
| 12.3        | Hack up and remove existing average 80mm thick asphalt including carting away all material to a dumping site to be located by the council.                                                                                                                                     | m <sup>2</sup> |                                    | R          | R      |
| 12.4        | Take up and remove existing 150 x 300mm rectangular concrete kerb (SABS 927 Fig. 3) laid straight, jointed and pointed in 5:1 cement mortar including concrete haunching, concrete kerb gutter not exceeding 300mm wide and cartaway to a dumping site located by the council. | m              |                                    | R          | R      |

| NO   | DESCRIPTION                                                                                                                                                                                                        | UNIT | ESTIMATED QUANTITY PER ANNUM | UNIT PRICE | AMOUNT |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|------------|--------|
| 12.5 | Sawcut existing tarmac average 150mm thick circular on plan.                                                                                                                                                       | m    |                              | R          | R      |
| 12.6 | Carefully trim roots of existing trees to below paving level in order to lay new paving (elsewhere) including carting away all materials to a dumpsite, all in accordance with the Engineering Technician approval | m    |                              | R          | R      |
| 12.7 | Carefully trim branches of existing trees including carting away all materials to a dumpsite, all in accordance with the Architects approval.                                                                      | m    |                              | R          | R      |
|      | SUB TOTAL SECTION A.12                                                                                                                                                                                             | R    |                              |            |        |
| A.13 | Excavations and Casting Concrete:                                                                                                                                                                                  |      |                              |            |        |
| 13.1 | Excavation by hand in all material to expose services.                                                                                                                                                             | m³   |                              | R          | R      |
| 13.2 | Installation and Casting of reinforced concrete for one traffic Pole.(price to include formwork and supplying of the pole base plate.                                                                              | ea   |                              | R          | R      |
| 13.3 | Extra over all excavations for carting away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Council.                                                            | m³   |                              | R          | R      |
| 13.4 | Rip and recompact ground surface, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and trim to required levels.                                | m³   |                              | R          | R      |
|      | SUB TOTAL SECTION A.13                                                                                                                                                                                             | R    |                              |            |        |
| A.14 | ROAD MARKINGS                                                                                                                                                                                                      |      |                              |            |        |

| NO    | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT | ESTIMATED QUANTITY PER ANNUM | UNIT PRICE | AMOUNT |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|------------|--------|
|       | <b>Prepare and paint one coat approved white, red or yellow 1.25mm thick thermoplastic, reflective road marking paint with Class 1 reflective beads within the paint on asphalt surface as per "The Southern African Development Community Road Traffic Signs Manual (SARTSM), June 1999 Edition, Volumes 1 to 4" all in accordance with SABS 1091 1975:</b>                                                                                                                                                                                            |      |                              |            |        |
| 14.1  | 300mm Wide broken or continuous lines. Code: RTM1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | m    |                              | R          | R      |
| 14.2  | 20mm Wide broken or continuous lines. Code: RM1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | m    |                              | R          | R      |
| 14.3  | 150mm Wide broken or continuous lines. Code: RM1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m    |                              | R          | R      |
| 14.4  | Kerb marking. Code: GM8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m    |                              | R          | R      |
| 14.5  | Yield line marking sign. Code: RTM2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No   |                              | R          | R      |
| 14.6  | Yield sign ahead marking. Code: WM5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | No   |                              | R          | R      |
| 14.7  | 20m Diameter mini circle marking sign. Code: RM15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | No   |                              | R          | R      |
| 14.8  | 2400mm High letters. Code: GM7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | No   |                              | R          | R      |
| 14.9  | 2400mm High symbol. Code: WM5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | No   |                              | R          | R      |
| 14.10 | Statutory direction arrows 4000mm long. Codes: WM7.1, WM7.2, WM7.3, WM7.5, RM8.1 & RM8.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No   |                              | R          | R      |
|       | <b>Class 1 retro reflective road sign complying with the requirements of "The Southern African Development Community Road Traffic Signs Manual (SARTSM), June 1999 Edition, Volumes 1 to 4" all in accordance with SABS 1519, including galvanised steel support post<br/>76mm diameter x 3mm thick x 2500mm long above finished ground level and minimum 600mm from road edge (to edge of sign) including all necessary excavation, backfilling, etc. including setting post in 25Mpa concrete base size 600mm diameter x 900mm minimum thickness:</b> |      |                              |            |        |
| 14.11 | 600mm Diameter 'STOP' sign. Code: R1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No   |                              | R          | R      |
| 14.12 | YIELD' sign. Code: R2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No   |                              | R          | R      |
| 14.13 | 600mm Diameter 'MINIBUS PARKING RESERVATION SIGN' sign. Code: R 310-P                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No   |                              | R          | R      |
| 14.14 | 600mm x 450mm 'ONE WAY' sign. Code:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No   |                              | R          | R      |

| NO    | DESCRIPTION                                                               | UNIT | ESTIMATED<br>QUANTITY<br>PER ANNUM | UNIT PRICE | AMOUNT |
|-------|---------------------------------------------------------------------------|------|------------------------------------|------------|--------|
|       | R4.1/R4.2.                                                                |      |                                    |            |        |
| 14.15 | 600mm Diameter 'NO PARKING' sign. Code: R216.                             | No   |                                    | R          | R      |
| 14.16 | 'PUBLIC TRANSPORT' sign. Code: GS701.                                     | No   |                                    | R          | R      |
| 14.17 | 600mm Diameter 'NO STOPPING' sign. Code: R217.                            | No   |                                    | R          | R      |
| 14.18 | 450 x 20mm 'STREET NAME' sign as per JRA specifications. Code: GL1.       | No   |                                    | R          | R      |
| 14.19 | 600mm x 450mm 'SHARP CURVE CHEVRON' sign. Code: W408/W407.                | No   |                                    | R          | R      |
| 14.20 | Take up and remove to stockpiles existing signage post approximately 2.5m | No   |                                    | R          | R      |
|       | <b>SUB TOTAL SECTION A.14</b>                                             |      |                                    | <b>R</b>   |        |
|       |                                                                           |      |                                    |            |        |

Name o f Bidder\_\_\_\_\_

Bid Number\_\_\_\_\_

Closing Date\_\_\_\_\_

Closing Time\_\_\_\_\_

Offer to be valid for\_\_\_\_\_days from the closing date of the bid.

Brand and Model

\_\_\_\_\_

Does the offer comply with the specification(s)?

YES/NO

\_\_\_\_\_

If not to specification, indicate deviation(s)

Period required for delivery

\_\_\_\_\_

Basis Delivery: Firm /not

firm

## (8) CONDITIONS OF TENDER

**ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.**

- 6.1 No tender will be considered unless emailed to Winnie Madikizela Mandela Municipality on tenders.scm@mbizana.gov.za.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 The municipality reserves the right to accept:
- 6.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
- 6.3.2 a tender which is not substantially or materially different from the tender Specification.
- 6.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.5 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
- 6.6 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.7 Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
- 6.10 Resolutions and Authorities**  
A tender submitted:
- 6.10.1** by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{{(16) Authority to Sign Bid Document on page 44 to be completed}};**
- 6.10.2** by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{{(16)}}**

- Authority to Sign Bid Document on page 44 to be completed};**
- 6.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.
- 6.11 Partnerships/Consortiums/Joint Ventures**  
In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.
- 6.12 Validity Period**
- 6.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.
- 6.12.2 The tender amount will not be amended during the aforesaid validity period.
- 6.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 6.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.
- 6.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalization of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal set out in clause 6.8 above will apply to such withdrawal.
- 6.13 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform bidders accordingly.
- 6.14 Tax clearance**
- 6.14.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 6.14.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such tenderer is registered for income tax/VAT purposes.
- 6.15 The municipality will publish the results of this bid on the municipal website.

## 9) GENERAL CONDITIONS OF CONTRACT

### *General Conditions of Contract*

#### **NOTES:**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every Bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1** "Closing time "means the date and hour specified in the tender documents for the receipt of Tenders.
- 1.2** "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3** "Contract price "means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4** "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5** "Counter vailing 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 stockman's immediate delivery directly from stock actually on hand.
- 1.10** "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11** "Dumping "occurs when a private enterprise a broad market its good son own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12** " Force majeure "means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13** "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14** "GCC" means the General Conditions of Contract.
- 1.15** "Goods "means all of the equipment, machinery, and/or other materials that the supplier

Is required to supply to the purchaser under the contract.

- 1.16** "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17** "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufactured goods 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** "Projects it," where applicable, means the place indicated in tender 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 ancillaries 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, main and other such obligations of the supplier covered under the contract.
- 1.25** "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26** "Tort" means in breach of contract.
- 1.27** "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28** "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1** These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.
- 2.2** Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1** Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where

Applicable anon-refundable fee for documents may be charged.

- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Winnie Madikizela Mandela Municipal-website.

#### **4. Standards**

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

#### **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection there with, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The suppliers shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent Rights**

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

#### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amounts specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contractor 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 a bank, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly

with such special requirements as shall be expressly provided for in the contract, including additional requirements, 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 supplier in accordance with the terms specified in the contract.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
  - i. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements ; and
  - ii. following such termination, furnishing at no cost to the purchaser, the blue prints, drawings, and specifications of the spare parts, if requested.

## 1. GENERAL CONDITIONS OF OFFER

### 3.1 BIDDERS MUST SATISFY THEMSELVES REGARDING THE CONDITIONS OF OFFER AND PARTICULARS

3.1.1 The bidder must, on submission of an offer, be regarded to have satisfied himself as to all the conditions and particulars of the offer.

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

.....RAND (in words);  
R .....(in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. 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 PIN;
    - 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)
2. 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.
3. 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.
4. I declare that I have no participation in any collusive practices with any bidder or any other person
5. regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

**SIGNED ON BEHALF OF/BY THE BIDDER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**Name and address of Organization:**

.....

.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**15. Warranty**

- 15.1** The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4** Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5** If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser

Pursuant to GCC Clause 21.2;

- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

## **24. Anti dumping and countervailing duties and rights**

**24.1** When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amounts or 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which maybe due to him.

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

## **28. Limitation of Liability**

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

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

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

**28.3** except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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

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

## Transfer of contracts

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

## **33. Amendment of contracts**

**33.1** 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.

## **34. Prohibition of restricted practices**

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

**34.2** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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

(10)PREFERENCEPOINTSCLAIMFORMINTERMSOFTHEPREFERENTIALPROCUREMENTREGULATIONS 2

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                           | POINTS |
|-------------------------------------------|--------|
| PRICE                                     |        |
| SPECIFIC GOALS                            |        |
| Total points for Price and SPECIFIC GOALS | 100    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **tender** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_S = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, within a tender which the Bidding or Local Procurement reference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (c) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| South African                                               | 1.5                                                                               | 3                                                                                 |                                                                           |                                                                           |
| Black                                                       | 1.5                                                                               | 3                                                                                 |                                                                           |                                                                           |
| Women                                                       | 1.75                                                                              | 3.5                                                                               |                                                                           |                                                                           |
| Youth                                                       | 1.75                                                                              | 3.5                                                                               |                                                                           |                                                                           |
| Leaving with disability                                     | 1.75                                                                              | 3.5                                                                               |                                                                           |                                                                           |
| Military Veterans                                           | 1.75                                                                              | 3.5                                                                               |                                                                           |                                                                           |
| Total Points Allocated                                      | 10                                                                                | 20                                                                                |                                                                           |                                                                           |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

Winnie Madikizela Mandela Local Municipality

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions

v) of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to
- Page41

- make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**  
.....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....  
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

Winnie Madikizela Mandela Local Municipality

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| Description of services, works or goods | Stipulated minimum threshold |
|-----------------------------------------|------------------------------|
|                                         | %                            |
|                                         | %                            |
|                                         | %                            |

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

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

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

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

NB

1

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

2

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, .....

do hereby declare, in my capacity as .....

of Winnie Madikizela Mandela Local Municipality.....

following:.....

(a)

The facts contained herein are within my own personal knowledge.

(b)

I have satisfied myself that:

(i)

the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c)

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  
**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

LOCAL CONTENT OF PRODUCTS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally  
Manufactured products.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. “Local content” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, provided that local manufacture does take place.

4. “Imported content” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

| Percentage local content in relation to bid Price | Indicate item numbers | Points Allocated | Points Claimed |
|---------------------------------------------------|-----------------------|------------------|----------------|
| 10 % - 30 %                                       |                       |                  |                |
| 31 % - 60 %                                       |                       |                  |                |
| 61 % or more                                      |                       |                  |                |

8. Winnie Madikizela Mandela Local Municipality

BID DECLARATION

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I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -

(a) recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct; and

(b) 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;

WITNESSES:

1. ....

SIGNATURE (S) OF BIDDER (S)

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   | <p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            |                                           |
| 4.2   | <p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                           | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |



1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

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

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

- 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 (MBD9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompany in 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

|                                       |
|---------------------------------------|
| (15) TRACK RECORD OF TENDERING ENTITY |
|---------------------------------------|

The following is a Statement of Work of similar nature recently successfully executed by myself/our selves :previous letters of appointment need to be attached

[illegible]

SIGNATURE: .....  
(of person authorized to sign on behalf of the Bidder)

DATE: .....

**(16) DEMONSTRATED EXPERIENCE**

| NAME OF TENDERING ENTITY | AREA OF SPECIALISATION | RELEVANT EXPERIENCE | EXPERIENCE- FROM DATE to DATE |
|--------------------------|------------------------|---------------------|-------------------------------|
|                          |                        |                     |                               |
|                          |                        |                     |                               |
|                          |                        |                     |                               |
|                          |                        |                     |                               |
|                          |                        |                     |                               |

# (17) AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:

**Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)**

NAME OF TENDERER: \_\_\_\_\_

Meeting held at \_\_\_\_\_  
(Place)

On \_\_\_\_\_ (date)

**RESOLVED THAT:**

**1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No: WMM LM 09/06/22 MTL :REPAIRS AND MAINTANANCE OF TRAFFIC LIGHTS FOR 3 YEARS**

**2. Mr./Ms \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ and who will sign as follows:**

\_\_\_\_\_  
(SPECIMEN SIGNATURE)

be, and is hereby, authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

**Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.**

| No | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1  |      |          |           |
| 2  |      |          |           |
| 3  |      |          |           |
| 4  |      |          |           |
| 5  |      |          |           |