

KING SABATA DALINDYEBO LM



**BID DOCUMENT FOR:
MAINTENANCE OF TRAFFIC SIGNALS WITHIN THE KING SABATA
DALINDYEBO MUNICIPALITY (KSD) FOR A PERIOD OF THREE (03) YEARS
BID NUMBER: SCM: 040/2020/21**

BIDDER: _____

BID PRICE: _____

CLOSING DATE: 03 MAY 2021 _____

CLOSING TIME: 12H00 _____

CSD SUPPLIER NUMBER _____

CIDB CRS NUMBER _____

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099
Tel: [047] 501 4394
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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM NO:040/2020-21	CLOSING DATE:	03 MAY 2021	CLOSING TIME:	12h00
DESCRIPTION	MAINTENANCE OF TRAFFIC SIGNALS WITHIN THE KING SABATA DALINDYEBO MUNICIPALITY (KSD) FOR A PERIOD OF THREE (03) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER SUTHERLAND & OWEN STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Mr B. Gwadiso
TELEPHONE NUMBER	047 501 4394	TELEPHONE NUMBER	047 501 4308
E-MAIL ADDRESS	zibin@ksd.gov.za	E-MAIL ADDRESS	gwadisob@ksd.gov.za

TERMS AND CONDITIONS FOR BIDDING

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS 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:.....



BID NOTICE

King Sabata Dalindyebo Local Municipality hereby calls upon accredited service providers to bid for the following tenders:

No.	Project Name	CIDB Grading	Bid Number	Closing Date	Enquiries
1	Panel of 03 accredited service providers for disinfection, sanitization and deep cleaning of all municipal offices, workstation, municipal facilities and municipal vehicles for a period of twelve (12) months as and when the service required.	N/A	SCM: 020/2020/21	Date: 14/04/2021 Time: 12H00	Technical Enquiries may be directed to: Mr L. Maka Tel: 047 501 4076
2	Maintenance of traffic signals within the King Sabata Dalindyebo municipality (KSD) for a period of three (03) years	4 EB or higher	SCM: 040/2020/21	Date: 03/05/2021 Time: 12H00	Technical Enquiries may be directed to: Mr Gwadiso Tel: 047 501 4308
3	Maintenance and emergency work on the KSD overhead and underground electrical network at various locations within KSDLM, three (03) service providers will be appointed for a period of three (3) years	4 EP or higher	SCM: 041/2020/21	Date: 03/05/2021 Time: 12H00	Technical Enquiries may be directed to: Mr Gwadiso. Tel: 047 501 4308
4	Supply, installation, management and maintenance of a hosted call centre solution for a period of twelve (12) months	N/A	SCM: 064/2020/21	Date: 14/04/2021 Time: 12H00	Technical Enquiries may be directed to: Mr M. Ndyaluvane. Tel: 047 501 4007

Bidders must take note of the following bid conditions

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the King Sabata Dalindyebo site (www.ksd.gov.za) as from the **1st of April 2021**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES ARE TO BE USED.

NO COMPULSORY BRIEFING IS APPLICABLE FOR ALL BIDS

NO MASK NO ENTRY AT THE TENDER OPENING SESSION – SOCIAL DISTANCING A MUST.

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete tender forms e.g. MBD 1, MBD 3, MBD 4, MBD 6, MBD 8 and MBD 9 will result in a tender deemed non-responsive
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- All bidders from KSD jurisdiction **must** submit latest municipal statement not older than three months showing that they do not owe the municipality, non KSD bidders must attach proofs not older than three months from their respective municipalities
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than three months, failure to do so will result tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bidders must be registered with CIDB and have a valid CIDB Contractor Grading designation as per above with proof.
- Bids submitted will hold good for a period of **90** days.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids which are late, incomplete, unsigned or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.

- **BBBEE must be SANAS and IRBA Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.**
- **Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria**
- **Stage 1 Pre –qualification evaluation**
- **Stage 2 Price and BBB EE Points**

All bids speculated above bidders will have to score a minimum of 70 points out of a maximum of 100 points in order to proceed to a pricing stage.

The tender will be evaluated and adjudicated on the basis of the new Preferential Procurement Policy Framework Act, and the regulations pertaining thereto, as well as the KING SABATA DALINDYEBO MUNICIPALITY's Supply Chain Management policy. The **80/20 preference** point system will be used as per the KSDLM SCM policy.

SCM related enquiries may be directed to Mr N. Zibi (General Manager: SCM) 047 501 4118

N.Pakade (Mr)

Date_____

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

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

1.1 GENERAL PREREQUISITES

Introduction

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

Criteria

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

Joint Ventures

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

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

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

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

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

This contract is for **–MAINTENANCE OF TRAFFIC SIGNALS WITHIN THE KING SABATA DALINDYEBO MUNICIPALITY (KSD) FOR A PERIOD OF THREE (03) YEARS**

3. CONTRACT TO BE BINDING

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

4. MODE OF BID

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

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

5. QUALITY

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

6. INSURANCE CLAIMS, ETC.

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

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

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

7. SIGNING OF DOCUMENTS

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

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

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

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

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

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

9. VALUE ADDED TAX

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

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

10. PRICE ESCALATION

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

11. AUTHORITY TO SIGN BID DOCUMENTS

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

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The duration of this project is 03 years period.

13. DELIVERY PERIODS

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

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 040/2020/21, MAINTENANCE OF TRAFFIC SIGNALS WITHIN THE KING SABATA DALINDYEBO MUNICIPALITY (KSD) FOR A PERIOD OF THREE (03) YEARS**” Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on MONDAY, 03 MAY 2021**, at which time the bids will be opened in public.

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

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Mr. N. Zibi** via e-mail on zibin@ksd.gov.za. All Project enquiries to **Mr B. Gwadiso** via e-mail on gwadisob@ksd.gov.za

6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20.
Total points for Price and B-BBEE must not exceed	<u>100</u>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance
Fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

.....
.....
9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
.....
Registered Account Number
Stand Number

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

.....

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

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

7. Performance security

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

>8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. **Subcontracts**
- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

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

23. Penalties

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

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

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

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

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

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

28. Settlement of Disputes

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

29. Limitation of Liability

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. Taxes and Duties

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

34. Transfer of Contracts

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

35. Amendment of Contract

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

D. SPECIFICATION & EVALUATION CRITERIA

1. TERMS AND CONDITIONS

The Conditions of the Contract governing this Contract shall be the General Conditions of Contract for Works of Civil Engineering Construction (2010 sponsored by the Civil Engineering Advisory Council and approved by the South African Institution of Civil Engineers, the South Africa Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors as supplemented and amended by the Special Condition of Contract.

2. SCOPE OF WORKS

The contracts calls for the appointment of service providers for daily Traffic signal maintenance and supply of all associated spares for KSDM for a period of 3 years from date of award. The municipality has 80% of the TSA- Lunar 24 Traffic controller and 20% of the Syntell - Movac Traffic controllers. Maintenance will include;

- Repairs and replace Traffic controllers spares and repairs for contractors costs
- Repair and cable faults including cable and accessories
- Installation of Knockdown poles and heads(Equipment for knockdowns only will be supplied by municipality)
- General Maintenance painting of traffic signals pole, straightening of Traffic poles and heads, all terminations and including all material required.

The contractors are to be a position of an active CIDB grading of 4EB/EP.

3. PROJECT SPECIFICATIONS

As per Nos: 10- 30

4. CONTRACT PERIOD

The contract period is three (3) years commencing from date of award.

5. PLACE OF DELIVERY

Various Traffic signal intersections within the KSDM area of jurisdiction

6. INSURANCE

Service Providers to ensure Public Liability Insurance to the R2 million for any single. The insurance must be in effect for the full duration of the contract period.

7. PENALTIES

Penalties in the amount of R500.00 per calendar will be levied for late completion of the works.

8. ESCALATION

The rates are to remain firm for the contract period. It is the contractors responsibility to factor into its rates and prices such escalation's or changes in prices in the submitted rates. Please note the rate for spares and sundry items must be also factored as a firm price for the period of the contract including road reinstatement.

9. Evaluation Criteria

THE BASIS FOR SCORING IS AS FOLLOWS:

Mandatory Requirements. These are a requirement that if the Bidder is not compliant and does not furnish evidence thereof, leads to automatic disqualification. Objective criteria proof need to be provided before a Contract is awarded. It is in the Bidders' interest to provide proof that the Bidder meets the Mandatory requirements.

NB: ALL ITEMS ABOVE ARE MANDATORY A BIDDER WILL BE DISQUALIFIED SHOULD THEY FAIL TO PRODUCE ANY OF THE ITEMS ABOVE.

FUNCTIONALITY ASSESSMENT – POINTS SCORING	
Functionality Category & Description	Points Allocation
Experience	Total = 40
The service provider must attach appointment letters completion certificates for each similar project completed. (10 points will be allocated for each project completed limited to four projects)	40
Expertise	Total = 40
<ul style="list-style-type: none"> • LDV (proof of availability) • Hydraulic Crimper(Proof of Availability & Valid certificate) • Gas Torch/ Blower unit (proof of availability) • Project Manager(NQF 6 Qualifications & Professional Body Registration) • Cable Joiner(Cable joiner course) • Electrician(Trade test) 	5 5 5 10 5 10
Methodology	Total = 20
Detailed proposal with full compliance with the terms of reference comprising of amongst others the ff: detailed work plan with time frames, clearly explaining how the project will be implemented.	20

Bidders should take note of the above Pre-qualification criteria.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
- [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken in Wellness Program
- [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
- [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of **70** out of **100** in total for the criteria listed above will not be considered further

10. General Technical Specifications

10.1 Traffic Lights

For the purpose of this specification, the following definitions shall apply;

- i. Traffic Signal Aspect: An optical system which produces light or a light pattern of specified size, color and shape.
- ii. Traffic Signal Face: A combination of signal aspects which together provide a continuous display of control information to a traffic stream.
- iii. Traffic Signal Head: An assembly of signal aspect presenting one or more signal faces, mounted on a single pole.
- iv. Vehicle Signals: Signal faces providing control information to motorists.
- v. Pedestrian Signals: Signal faces providing control information to pedestrians.
- vi. Phantom: A reflection on sunlight and sky light from the internal optical surface of the signal aspects, normally the reflector.
- vii. Spectral Reflection: Reflection of sunlight and sky light from the outer surfaces of the optical system of the signal aspects, either the lens surface, or in the case of a pedestrian or arrow aspects, the mask which defines the symbol displayed.

10.2 Arrangement of Aspects

10.2.1 Vehicle Signals

Each signal face shall, unless otherwise specified, contain three aspects; arranged vertically. The coloured lens of the uppers aspect shall be red, the middle one yellow, and the lower one green. In addition, red, yellow, or green arrow aspects may be used standard full aspects.

All aspects on each vehicle signal face shall be of the same diameter. Aspects diameters shall be between 195mm to 210mm diameter.

10.2.3 Pedestrian Signals

Each signal face shall contain two aspects arranged vertically. The aspects shall be circular with a diameter of between 195 mm and 210 mm. The upper aspect shall show a standing red man on a black ground. The lower aspect shall show a walking green man on a black ground.

10.3 Optical Performance

10.3.1 Standards

Tenderer shall submit details of the standards that their aspects meet and shall submit copies of certified independent test reports showing that their aspects meet the SABS standard of requirement.

10.3.2 Design

The design of the optical system shall be such that when a signal aspect is installed with its visor, under all normal conditions experienced in uM, it shall give a clear and unambiguous indication to motorists (and pedestrians) when viewed from all normal viewing angles up to a distance of 50 m from the aspect.

In particular:

- a. When the aspect is switched off it shall give a uniform, near black appearance with no visible phantom or spectral reflection.
- b. For the pedestrian and colored arrow aspects. When not switched on, the contrast between the illuminated and none illuminated portions of the aspect shall be such that the intended indication is completely clear.

10.3.3 Responsibility

It is the responsibility of Tenderers to satisfy the Engineer that their signal aspects meet these requirements.

10.4 Construction of Signal Head and Visors (Hoods)

10.4.1 Materials

The materials used and the form of construction used shall be such as to ensure that the signal head (including visors) has adequate mechanical strength and durability to withstand the conditions of installation, operation and maintenance. In particular it shall be capable of withstanding winds of up to 145 km/h. The color of the signal body and visors shall be black.

10.4.2 Corrosion Prevention

Materials, fixings and fastenings used shall either be inherently corrosion resistant, or shall be treated to prevent corrosion.

10.4.3 Sun Light Deterioration

All materials used shall be capable of withstanding the action of direct sunlight and temperatures of between (o) degrees C and 70 degrees C without significant deterioration of mechanical strength, or change of color.

10.4.4 Modular Construction

Signal Heads shall be modular in construction so that any permitted head array can be assembled, such as green arrow units.

10.4.5 Compactness

The design of the signal head shall be such that the overall assembly is as compact as possible, particularly regarding width.

10.4.6 Mounting

The signal head assembly shall be provided with facilities which shall allow it to be mounted on a standard signal pole as specified below. The mounting arrangement shall be such that, after attachment to the pole, the signal aspect can be adjusted, both horizontally and vertically to aim them appropriately for the traffic situation.

10.4.7 Fastening

Fastenings used on signal heads and poles to gain internal access shall not require special tools and shall be wholly captive.

10.4.8 Access

The construction of the signal head shall meet internationally accepted specifications issued by prominent authorities. The access provided for lamp replacement and any necessary cleaning shall be such that access can be easily obtained and when maintenance is complete, access doors or flaps can be easily and securely closed and sealed, against the ingress of dust and water.

10.4.9 Visors

All signal aspects shall be fitted with visors. Visors shall be of sufficient size to adequately shade the aspects and to minimize phantom effects. The visors shall be manufactured from matt black material. Where specified, or made necessary by site conditions, deep or specially designed visors shall be provided which give a constrained directional view of the signal aspect.

10.4.10 Lamp Type

Lamps shall be of the LED type of sufficient wattage to produce the required optical performance and have an installed life of 60 months. The lamp holder shall provide a connector to ease the replacement process without the need for special tools. Replacement process must ensure no contact with any metal parts of the lamp holder or connector.

10.4.11 Submission of Details

Tenderers shall submit full constructional and assembly details and illustrations to show that the requirements of this section can be met if the tender is not an approved supplier to KSDM.

10.2 LOCAL CONTROLLER

10.2.1 Introduction and General Specification

The Local Controller shall provide solid-state lamp switching and a conflict monitoring facility to ensure that conflicting, dangerous or disallowed traffic signal displays are not displayed.

The controller shall consist of a rack mounted controller logic module housed in a 3CR12 steel cabinet, which provides high resistance to corrosion through powder coating and a frame for terminations of field cables.

10.2.2 Environmental Conditions (Temperature-Humidity)

The local controller shall be designed to function correctly in a wide range of climatic conditions. In particular the equipment shall operate reliably in extremes of temperature and humidity. The controller shall operate in a temperature range of -10 to +75°C external ambient temperature, and relative humidity to 95 percent, non-condensing.

Cooling by forced ventilation shall not be acceptable.

The control equipment shall be designed to operate in direct sunlight for prolonged periods of time and have been environmentally tested to confirm correct performance

10.2.3 Controller Firmware

The controller design shall be based on modern high performance microprocessor.

Site-specific configuration data shall be stored in a single easily installed memory unit. This data shall comprise the non-volatile time-settings and the data tables required to configure the operation for the particular junction or intersection.

The data stored in the memory unit shall be protected by a checksum test which is repeated once in approximately each 15 minutes.

The site-specific configuration data shall be prepared on a PC based controller intersection customisation program.

The site specific configuration shall be transferred to a Simulator program so the configuration can be tested before being downloaded to the traffic controller.

Data in the site-specific data memory unit shall correspond to a hardware programmed intersection site identity number and revision level in the controller housing for the controller to start operation when mains power is applied.

The controller shall check the volatile memory for integrity at power up. All the data stored in volatile memory shall be cleared if any corrupted locations are detected. In such a case the controller shall use the non-volatile time-settings stored in the memory unit. The data in any battery backed RAM shall also be checked by a checksum test and also by range checking to ensure that the data has not been corrupted. For controllers communicating with a Control Computer, the volatile memory shall be reloaded from the non-volatile data in the site specific data memory unit, and any previous changes made to the data and stored in the system database downloaded from the data stored on hard drive at the Control Computer.

10.2.2 Controller Functionality: Basic Facilities

10.2.2.1 Signal Group Facilities

The standard controller shall allow expansion from 4 signal groups up to a maximum of 24 signal groups. Each signal group output shall be configurable to be either a vehicle phase or a pedestrian phase, within the limits of a maximum of 24 vehicle and 24 pedestrian signal groups.

Each signal group output shall provide 3 TRIAC drives which, shall be located on a plug-in lamp driver module, may be used for switching either vehicle or pedestrian lantern displays, Red/Yellow/Green for vehicle phases and Red/Green for pedestrian phases. The pedestrian phases shall be configured to flash the red aspect during pedestrian clearance.

The solid state switches used shall be able to drive loads consisting of resistive and inductive elements. That is, the lamp switching outputs shall be able to drive Tungsten, Quartz Halogen and LED and lamp loads, or combinations of these. All phase outputs shall be rated at 5 Amps continuous per TRIAC.

10.3 Signal Group Drives - Software Control

The controller software shall provide control for at least 24 signal groups as combinations of vehicle and pedestrian groups.

The numbers of vehicle and pedestrian phases are specified by separate entries in the controller site specific data. Each lamp switching output may be configurable in the personality to drive a vehicle phase or a pedestrian phase.

10.4 Phase Drives - Configuration

Each phase shall be configurable to any of the normal displays described below. The normal displays are:

- (a) Red, Green, (Flashing Green) and Amber (3-aspect vehicle phase);
- (b) Red, Green, Flashing Red (pedestrian phase);

The displays defined are the default colours exhibited by the signal groups. Normally, signal groups shall be scheduled to appear and timed in accordance with the background phase with its basic sequence timer. Special colour sequences shall also be generated by condition tables in the site specific data for special control applications, such as secret sign control etc.

10.6 Protection of Conflicting Signal Group Right of Way

The simultaneous appearance of conflicting signal group shall be prevented. The Tenderer shall provide information on how this is accomplished.

The Tenderer shall also confirm if simple green-green conflict monitoring is provided or a more extensive monitoring function covering other dangerous combinations is possible. The latter is preferred.

10.7 Signal Group - Appearance Criteria

Any signal group shall be configurable in the site specific data to be introduced automatically or only upon demand.

Each signal group shall be displayed for a fixed or variable duration according to traffic flow or demand, in accordance with the data entered in the controller personality. Typically the duration of signal group green displays shall be determined by the duration of the phase(s) in which the signal group receive right of way.

The controller operation shall provide for Filter Green Arrow for left turning traffic. The filter green left arrow may have an associated vehicle signal group and can be configured such that it shall not terminate until right of way for the associated vehicle signal group is granted. Where a filter green arrow signal group is defined as having 3 aspects it shall not be possible for the signal group to terminate from green to red without intermediate amber.

The controller Personality shall provide for Indicative Green Arrow for right turning traffic. The filter green right arrow may have an associated vehicle phase and can be configured such that it shall not terminate until

right of way for the associated vehicle phase is terminated. Where a filter green arrow phase is defined as having 3 aspects it shall not be possible for the phase to terminate from green to red without intermediate amber.

10.8 Phase/Signal Group - Timing Intervals

The local controller shall provide comprehensive phase/ signal group timing interval facilities compatible with the system design. The Tenderer shall provide details of the timing intervals offered.

10.9 Phase/ Phases

10.10 Phase – Signal Group Appearance

The controller shall provide all phases, with any combination of signal group display. Signal groups shall be able to be specified for simultaneous appearance within a phase or for appearance after a specified delay, or for early termination within a phase. It shall also be possible for signal group displays to overlap a number of phases. Specified signal groups shall also be able to provide Leaving Amber and All Red displays independent of the running phase.

Each phase shall be capable of conditional and alternative signal group displays as defined by condition table entries in the controller site specific data.

Complex phase/staging designs shall be possible with the appearance of phases in multiple phases being conditional on specified conditions at the junction, such as presence of particular demands, or the state of special control signals, etc.

4.2.2.2 Phases - Introduction Conditions

Each phase shall be configurable to appear automatically or upon demand from specified controller inputs.

4.2.2.3 Phases - Sequence

When the controller is operating in the Computer Control Mode the sequence of phases shall be specified by the plan data stored in the Control Computer, and shall be fully configurable by operator entries at a Workstation, (with the appropriate level of security key).

For other modes of operation the sequence of phases shall be cyclic, with the sequence specified in the controller site specific data. The controller shall allow up to up to 4 different phase sequences to be specified, with the current sequence chosen according to prevailing conditions by entries in the condition tables in the site specific data.

4.2.2.4 Phases - Transition Prohibitions

The controller personality shall allow for specified phase transitions to be prohibited.

Particular prohibited phase to phase transitions shall be defined by entries in the controller configuration.

If the control computer attempts to force the controller to move in a prohibited phase sequence, (and no alternative is provided), then the controller shall "stick" in the current phase until an alarm generated at which time the controller shall go to fallback mode.

4.2.2.5 Phases - All Red

The controller shall allow any phase to be specified as an All Red phase.

4.2.3 Basic Timing Periods

4.2.3.1 Statutory Timing Periods - Starting Red/Amber

The duration of the Starting Red/Amber (where required) intervals site shall be programmable in the by site specific data. Default safety timing values must be embedded into the firmware to avoid violation of the SABS minimum safety timings.

4.2.3.2 Statutory Timing Periods - Leaving Amber

The duration of the Leaving Amber intervals shall be configurable in the range 3 to 6 seconds and normally set to 3 seconds.

4.2.3.3 Phase Timing Periods - Pedestrian Clearance

A flashing red display shall be provided to terminate the right of way for pedestrian phases. The Tenderer shall describe how pedestrian safety is assured through the clearance timing arrangements.

4.2.3.4 Phase Timing Periods - Phase Minimum Green

The Minimum Green time for a signal group shall be provided by the Minimum Green interval for the phase in which the signal group receives right of way. For signal groups which receive right of way at the beginning of the phase, or before the commencement of the phase Minimum Green interval which is the normal case, the requirement of a defined Minimum Green shall be guaranteed since the signal group cannot terminate until the phase minimum timer has expired and all signal groups that started at the beginning of the phase shall continue right of way during the minimum green interval.

It shall be possible for a signal group to receive right of way at some time in the phase after the beginning of the phase Minimum Green interval.

The phase shall not be permitted to terminate while any of these Minimum Green timers is still timing, thus ensuring that the signal group(s) are not terminated without timing the required Minimum Green time.

For pedestrian signal groups the green man time setting shall provide the Minimum green time on a per pedestrian signal group basis. That is, the Walk time setting shall be effectively the Minimum Green time for pedestrian signal groups.

4.2.3.5 Phase Timing Periods - Phase Intergreen

The Intergreen between conflicting phases shall be provided by the phase intergreen intervals, Leaving Amber and All Red.

The controller shall allow particular All Red times to be specified for particular phase to phase transitions

4.2.3.6 Phase Timing Periods - Phase Start Delay

The Start Delay for a phase shall be provided by a phase Late Start interval for the phase in which the phase receives right of way.

The controller shall provide a separate Delay interval and time setting for each pedestrian phase to allow delayed introduction of the pedestrian Walk display.

4.2.3.7 Phase Timing Periods - Phase Terminate Delay

Terminate Delay for a phase shall be provided by the controller. Terminate Delay shall be provided by a phase interval ensuring no possibility of a conflicting green signal being introduced until the phase terminates with its normal intergreen.

4.2.3.8 Vehicle Actuated Operation

The controller shall provide vehicle actuated operation. The Tenderer shall describe in detail the vehicle actuated operation with particular emphasis on its effects and control over intersection timings.

4.2.3.9 Watchdog

A Watchdog timer shall be provided to prohibit the controller from remaining "stuck" in a phase whilst under computer control. The Watchdog timer shall only be operational under computer control and is suspended at all other times.

When communications to the control computer is lost, the controller shall revert to the fallback mode of operation. That is, the controller falls back to either the cableless linking or the Isolated Mode, whichever was specified by the control computer.

4.2.3.10 Timing Period Ranges - Accuracy and Resolution

All timing shall be digitally derived from the mains power supply frequency and be accurate to within the tolerance of the supply frequency plus or minus 100 milliseconds. A list of the time settings available in the controller is provided below.

The resolution of all time settings in the controller is 0.1 seconds.

Time settings loaded into the controller from the control computer have resolution as follows:-

Resolution of 0.1 seconds for time settings in the range 0 - 10. seconds,
Resolution of 1 second for time settings in the range 10 - 100 seconds,
Resolution of 5 second for time settings in the range 100 - 255 seconds.

The resolution for cableless linking plan data is 1 second steps. The resolution for timetable events is 5 minute.

4.2.4 Switch On Sequence

4.2.4.1 Start Sequence - Lamps ON/OFF Retries

Following a controller fault that forces the lamps off, the controller shall be permitted to attempt to restart for a specified number of times (including zero). This facility must be programmable.

4.2.4.2 Start Sequence - Lamps ON

At power-up, or restart after lamps off, the controller shall maintain the lamp displays in the flash red state for a programmable set time.

The controller shall perform self-testing during the start-up time and shall not switch on the signal displays if any fault is found which may impair the safe operation of the signals. All faults and errors found during the start-up checks shall be recorded in the controller Fault/Error Log.

Following the flash-red state, the controller shall display All Red for a programmable period. The All Red and Start-up Flash Red on start-up shall be configurable.

4.2.4.3 Start Sequence - Initial Cycle

Automatic demands for phases shall be generated at start-up by entries in the controller site specific data. The method shall allow automatic demands to be placed for selected phases only.

Phases appearing in each phase shall normally be configured to appear when the phase runs. The controller shall allow special logic to be used in condition tables to provide the required operation for demand dependent appearance of phases.

4.2.4.4 Start Sequence - Starting Phase

Following the 5 second All Red display, the controller shall start in a phase specified in the controller site-specific data. The appropriate mode of operation shall also be established according to the prevailing conditions.

If communications are present the controller shall start in the mode specified in the control computer.

If communications are not present, the controller shall start in cableless linking mode if plan and schedule data is present and the real-time clock is set.

If neither of the above conditions exists the controller shall start in Isolated mode, with vehicle actuated or fixed time operation depending upon the site configuration.

4.2.5 Controller Inputs

4.2.5.1 Overview

The controller shall be capable of accepting up to 16 vehicle detector inputs and 8 additional inputs as "contact closure" inputs for connection of external devices such as pushbuttons, etc.

Simulation of inputs shall be provided. It shall be possible to set an input to the ON (short-circuit), OFF (open-circuit) or NORMAL state. It shall also be possible to examine the status of any input.

4.2.5.2 Controller Inputs - Lamp Monitoring

No additional inputs shall be required for lamp monitoring. Signal lamp monitoring shall be integral with the solid state switching of the signal lamps. The status of each lamp drive circuit shall be read directly on the output drive module. It shall be possible to display the measured power consumption of each colour of each signal group on the hand held operator terminal and, if connected to the Control Computer, on the RMS Operator Workstation.

4.2.5.3 Controller Inputs - Assignment

The controller site-specific data shall allow any number of detector or pushbutton inputs to be assigned to a single facility such as a phase demand, and any single input may be assigned to any or all facilities. The controller shall allow inputs to be individually configured as either latching or non-latching inputs.

4.2.6 Controller Outputs

4.2.6.1 Controller Outputs - Miscellaneous

The controller shall provide for 4 outputs for miscellaneous use. These may be allocated for example to facilities such as; special facility and sign control.

Special Facilities outputs are determined by the entries in the controller site specific data.

4.2.6.2 Controller Outputs - Signal Lamp Dimming

Signal lamp dimming shall be provided as optional by a dedicated controller output which changes the tapping on the dimming auto-transformer. The controller hardware and software shall support time based dimming control

4.2.7 Pedestrian Control Facilities

4.2.7.1 Appearance

The controller site specific data shall provide independent control for each of the 24 pedestrian movements. It shall be possible for a pedestrian signal group to be configured to appear alone, or in conjunction with other pedestrian phases, or with non-conflicting vehicle phases, or in conjunction with a combination of pedestrian and non-conflicting vehicle signal groups.

4.2.7.2 Introduction

The controller shall allow pedestrian movements to be introduced automatically or by demand, whichever is required. Pedestrian phases should not require additional stages when demanded. Pedestrian phases must be able to appear in the same stage as the traffic and automatically terminate.

4.2.7.3 Parallel to Vehicle

Vehicle movements configured to run in parallel with a pedestrian signal group shall continue to hold right of way until the end of the pedestrian clearance interval.

The controller shall allow the pedestrian Walk and/or Clearance intervals to overlap between one or more phases with non-conflicting phases if so required.

4.2.8 Real Time Source

The controller shall provide a real time clock with battery backup. It shall be possible to set the real time clock locally for controllers not connected to a control computer. When a controller is connected to a control computer this function shall be inhibited, the time being then derived from the central RMS time source. In such a case the control computer shall update the controller clock time.

Time of day, (hour and minute), day of week activity scheduling shall be made with reference to the real-time clock.

Cableless linking mode of operation shall use the real-time clock for plan scheduling.. That is, plans shall be selected by time of day and day of week. The cycle generator step shall be set up according to the time of day. Real time clock shall also have capability to be maintained by GPS.

4.3 Controller Functional Requirements: Operational Facilities

4.3.1 Modes of Operation

The controller shall provide the following modes of operation:-

- Fixed Cycle
- Full VA
- Semi-VA
- Semi-VA Co-ordinated
- Manual
- RMS Computer Control;
- Cableless Linking
- Isolated
- Part Time Flash
- Real-time Adaptive (future)
- Regional Control
- Emergency/VIP

The "Isolated" mode of operation shall be configurable to have any combination of phases operating in Vehicle Actuated mode or Fixed Time mode.

The controller shall provide a priority structure for the operating mode. Emergency/VIP having the highest priority and Isolated the lowest priority.

The controller shall enter Part-time Flash mode if a fault is detected at any time which may cause unsafe operation on site.

Manual Mode switch shall take precedence over the Emergency/VIP Call mode.

4.3.1.1 Operating Mode

The controller shall operate in the highest priority mode that is currently permitted.

The Control computer may direct the local controller to operate in either the Computer Control mode, or the cableless linking mode, or the Isolated mode. The Emergency/VIP Call mode and the Manual mode shall take precedence over all the lower modes, and override any mode commanded by the Control computer.

4.3.1.2 Fail to Flash Mode

If the controller is unable to operate in any mode, because a fault condition has been detected which would jeopardise safe operation on site, then the controller shall switch off the signal lamps. Any fault condition which places a Fault entry in the controller Fault/Error Log shall cause the controller to enter the flash mode. Controller must remain flashing during repairs or replacement of controller electronic logic rack.

4.3.1.3 Mode Demands

The controller shall accept demands for operating modes as follows:-

An actuation at the designated controller input shall demand the Emergency/VIP Call mode.

Connecting a manual push-button shall demand the Manual mode.

The Control computer may command the controller to operate in either the Computer Control mode, or the cableless linking mode, or the Isolated mode.

The controller timetable may command the controller to operate in either the cableless linking mode or the Isolated mode.

4.3.2 Timetable

The controller shall provide control of "Time of Day" functions. The controller must provide a minimum of 50 plans.

4.3.2.1 Standard Timetable Control Functions

Standard Timetable Control Functions shall include:

- (a) Signal aspect dimming (optional)
- (b) Special Facility control output switching
- (c) Selection of fallback mode
- (d) Signal plan selection

4.3.2.2 Timetable - Scheduling

The controller clock time shall be used to activate the timetable requests by time of day and day of week. Timetable events shall be scheduled within a day by the hour and minute from the real-time clock so that the resolution is 5 minutes within any day.

4.3.2.3 Timetable – Daycodes

The day of week shall be specified by a daycode which provides economy in schedule entries. There shall be 15 daycodes which allow selection of individual days, (Sunday through Saturday), and combinations of days. The daycodes shall be:-

Daycode 1 = Sunday
Daycode 2 = Monday
Daycode 3 = Tuesday
Daycode 4 = Wednesday
Daycode 5 = Thursday
Daycode 6 = Friday
Daycode 7 = Saturday
Daycode 8 = Monday to Friday
Daycode 9 = Monday to Saturday
Daycode 10 = All days including Holidays
Daycode 15 = All days excluding Holiday

4.3.3 Manual Control Mode

4.3.3.1 Full Manual Panel

Separate switches shall be provided to enter the Manual Mode, Flashing Red and Lamps OFF status. Separate 8 selection buttons must be provided to select up to a minimum of 8 stages to manually sequence through the signal displays.

The manual panel shall be directly accessible from the outside of the controller, in a behind a flush-mounted door.

The Manual Mode must have an automatic programmable override facility should there be no selections within the programmed period.

The Tenderer shall describe how the step on mode is provided and operated.

4.3.4 Local Co-ordinated Mode (cableless linking)

4.3.4.1 Demand

The control computer shall be able to command the controller to operate in the cableless linking mode as either the normal mode of operation, or as the fallback mode of operation when the controller is no longer able to operate in the Computer Control mode.

Demands for higher priority modes of operation shall cause the controller to operate in the higher priority mode.

4.3.4.2 Operation

In the cableless linking mode the controller shall operate in accordance with the plan data stored in the controller. For controllers not connected to a control computer, the plan data shall be stored in site-specific

data memory module or battery backed RAM. For controllers connected to a control computer the plan data shall be downloaded shall be updated from the control computer and may only be stored in battery backed RAM at the controller.

The cableless linking mode shall provide fixed time operation as its most basic mode. Programmable release signals shall be used to provide semi-VA operation. The release signals may be associated with phases or particular phases. The release signals may be enabled or disabled by entries in the plan data. The function of each release signal is defined by entries in the controller site-specific data.

4.3.4.3 Plans

The controller shall provide storage for a minimum of 50 plans.

The Tenderer shall give details of the plan data and its effects.

4.3.4.4 Selection

The active plan shall be selected by day of week, and hour and minute of the day.

4.3.4.5 Plan Changes

Plan changes shall not cause unsafe signal displays, such as very short green times or incorrect phase sequences. Plan changes shall not cause the controller to be stuck in any particular stage for prolonged period of time.

4.3.4.6 Reference Time

The controller shall be programmed to use any time of day as the reference point for synchronising the cycle generator.

4.3.5 Isolated Mode with Vehicle Actuated Operation

4.3.5.1 Demand

The regional control computer shall be able to command the controller to operate in the Isolated mode as either the normal mode of operation, or as the fallback mode of operation when the controller is no longer able to operate in the Computer Control mode.

Demands for higher priority modes of operation shall cause the controller to operate in the higher priority mode.

4.3.5.2 Phase Appearance

When operating in Isolated mode with vehicle actuated operation, phases shall be serviced in cyclic order in accordance with the sequence data in the controller site specific data.

Phases and signal groups shall only appear if a demand has been registered (i.e. latching input) or is currently active (i.e. latching and non-latching input). Phases and signal groups which have a demand registered shall not be skipped in any cycle.

4.3.5.3 Fixed Appearance

Entries in the controller site-specific data shall provide artificial demands for phases which have fixed duration. The controller site-specific data also provides artificial extension for such phases up to the Maximum Green time.

4.3.5.4 Minimum Green

A phase shall not terminate until the Minimum Green interval has completed timing. Similarly a signal group shall not be terminated until the Minimum Green time for any late-introduced signal group has completed timing. This applies for all modes of operation.

Also, a phase shall not terminate until all pedestrian movements, which are not required to overlap to the following phase, have completed Walk and Clearance timing. This applies for all modes of operation.

4.3.6 Isolated Mode with Fixed Time Operation

4.3.6.1 Demand

The Isolated mode with Fixed Time operation shall be demanded under the same conditions as Local Isolated mode with Vehicle Actuated operation. The Fixed Time operation or the Vehicle Actuated operation shall be determined by the controller site specific data.

4.3.7 Emergency/ VIP Hurry Call Mode

4.3.7.1 Scope

The Hurry Call mode shall provide the means to force the controller to a defined phase, without violating safety clearances. A pre-emption input may be used to demand the Hurry Call mode to give right of way to emergency vehicles, or a queue detector input may be used to demand the Hurry Call mode to prevent blockage of a junction, etc. The Hurry Call mode shall be the highest priority mode of operation and causes all lower modes of operation to be suspended while the Hurry Call is active.

4.3.7.2 Input

The E/VIP Call is requested by one of the inputs as configured by the controller site-specific data.

4.3.7.3 Operation

The E/VIP Call mode shall be implemented in the controller software.

4.3.8 Computer Control Mode

4.3.8.1 Demand

The controller shall operate in Computer Control mode when commanded by the control computer, provided that there is no demand for a higher priority mode.

4.3.8.2 Change of Mode

The presence of a demand for a higher priority mode shall cause the controller to change to the higher priority mode that is the E/VIP Call mode or Police Manual Step-On mode. The controller operating mode may be changed to a lower priority operating mode by command from the control computer.

The controller shall change to the "Fallback" mode, previously specified by the control computer, when there is loss of communications with the control computer for 7 consecutive seconds.

4.3.8.3 Control & Monitoring

The Control computer shall control and monitor the operation of controllers at one second intervals. The monitoring commands shall be independent of the controller operating mode. The controller shall return normal status information each second and additional information as requested regardless of operating mode. Each local controller shall return status once per second to the Control computer for the following entities:-

- Signal Lamps On/Off
- Lamp Fault
- Controller Normal/ Start- up / Watchdog Fault
- Controller E/VIP/Hurry Call
- New Entry in Fault/Error Log
- Current Phase
- Current Phase Interval
- Current Phase Demands
- VA Request For Termination of Current Phase
- Walk Status
- Alarm Status for Special Facilities

Status for other entities shall also be returned to the Control computer once per second upon request from the control computer. Some of these additional status signals are:-

- Detector Status for All Connected Detectors
- Phases Displaying Green
- Miscellaneous Status (Control) Flags
- Cableless linking Plan
- Controller Clock Time
- Controller Date

The Control computer shall control the following functions by commands sent at appropriate times to the local controller:-

- Control Lamps On/Off
- Control Current Operating Mode
- Commands to Change Phase

- Command to Release the Phase for VA Termination
- Commands to Terminate Pedestrian Walks
- Control Dimming of Signal Lamps
- Begin/End Detector Volume
- Begin/End Detector Counting
- Begin/End Detector Alarm Checking Period

The Control computer shall also provide a variety of other commands for transferring data to or from the local controller. These shall include but are not be limited to:-

- Read/Set Controller Clock Time
- Read/Set Controller Clock Calendar
- Read/Store Controller Time setting
- Read/Store Cableless linking Plan Data
- Read/Store Cableless linking Schedule Data
- Read Controller Identity & Software Revision
- Read Controller Fault/Error Log
- Read Detector Volumes
- Read Lamp Faults
- Read Lamp Wattages
- Read Detector Faults
- Read Pushbutton Faults
- Read Controller Site specific data Locations
- Read Controller Checksums
- Miscellaneous Status Signals
- Send/Receive Text to/from Portable System Terminal
- Remotely Demand a Pedestrian Movement

4.3.8.4 Phase Change Commands

The controller shall move to the phase commanded by the Control computer, subject to safety interlocks such as pedestrian termination etc., upon receipt of the change phase command.

Each phase shall be configurable to have conditional phases, or alternative phases. The signal groups which appear in the phase may also be configured to be conditional on demand status or on any control signal or other condition that can be tested by the condition tables in the site specific data.

4.3.9 Flash Red Mode

4.3.9.1 Overview

If the controller is unable to operate in any mode, because of a fault condition, then the controller shall switch off the signal lamps and flash the red displays. Any fault condition which jeopardises the safe operation of the signals places a FAULT entry in the controller Fault/Error Log. Such faults cause the controller to enter the Flash Red mode.

Faults which do not jeopardise the safe operation of the signals shall place ERROR entries in the Fault/Error Log but shall not cause the controller to enter the Flash Red mode.

While the controller is in the Flash Red mode, as a result of a major fault, it shall report to the regional control computer that it is in the "flashing" mode,

4.3.9.2 Signal Displays

The controller shall maintain the signals in flashing red while in the Flashing Red mode. The controller shall continue to operate while in the Flash red mode, but the operation shall be restricted to a few basic functions to allow diagnosis of the fault.

The controller shall be permitted to execute a minimal set of routines to allow a technician to diagnose the fault.

4.3.9.3 Exit from Flash Red Mode

The "Flash" mode shall be entered if a Fault is detected, such as conflicting signal displays. The Fault/Error Log shall provide a diagnostic which shall identifies the reason for entry to the Flash Red mode.

A separate restart command or reset button shall be provided for restarting the controller without clearing the fault log and thus destroying diagnostic data.

4.4 Controller User Interface

4.4.1 Facilities External to the Cabinet

4.4.1.1 Manual Panel facility

The facility switch shall be a switch on the exterior of the cabinet operated by a special secure key. It shall allow the lamps to be switched AUTO (ON and cycling) OFF or FLASH (flash Red) or Lamps OFF

4.4.2 Facilities within the Controller Cabinet

4.4.2.1 Access

Access to the controller housing shall be by a controller key that fits a secure, vandal proof 3-way lock at the top, bottom and centre of the door.

4.4.2.2 Monitoring

The controller front panel shall provide Red, Yellow and Green LEDs for each phase output to allow easy monitoring of the drive signals to the signal displays.

Status LEDs shall be provided to give indication of the state of the hardware and software. The status LEDs include:-

- CPU is operating normally
- Mains frequency pulse
- RMS mode in operation
- GPS is active
- Conflict detected external
- Conflict detected internal
- Drive modules fault/normal status
- Power is OK

Fault or Error Log
LEDs to monitor supply rail voltages
Lamp Master Relay is operated

4.5 Controller Function Computer Control

4.5.1 Communications with Control Computer

The controller hardware shall provide an integral modem for communications with the Control computer.

The communications protocol shall use linear parity checking for each message byte, and a total overall message parity bit. In addition, range checking shall be implemented on all values contained in messages.

4.5.2 Basic Functions - Control and Monitoring

The control computer provides control and monitoring at a one second resolution. The local controller shall reply with the status of the current phase, the current stage, etc., and responses to any specific data requests received from the control computer.

4.5.3 Lamp Monitoring

The controller shall provide lamp monitoring as a standard function without the need for any ancillary hardware.

Lamp faults shall be reported to the control computer, resulting in a Lamp Fault (LF) Alarm. The LF alarm shall also be displayed at any workstation monitoring the intersection. Keyboard commands and GUI display shall be provided for an operator at the Workstation to obtain a complete report of the signal groups at the intersection with lamp faults. Both the aspect colour and the phase of failed lamps shall be reported.

4.6 Controller Function Safety & Reliability

4.6.1 Reliability - Fault Detection

The controller shall employ a number of different fault checking processes, including both hardware checks and software checks using the processors.

In general, the signal displays shall be switched off within 60 milliseconds of the occurrence of a fault. There are exceptions to this as noted below.

The occurrence of a conflict in signal displays shall cause the signal displays to be switched to flash red within 60 milliseconds, by the conflict monitor.

Configuration faults which cause unsafe signal displays shall cause the signal displays to be switched off within 60 milliseconds. Examples of this class of fault are:-

- An attempt to change a signal display from Green to Red without an intervening Leaving Amber display.
- Premature termination of a pedestrian signal display from either Walkman to the Redman Standing display.

- An attempt to terminate a signal group Green display before expiry of the minimum green time for the signal group.
- Invalid site-specific data in a table or condition table.

Software checks shall be performed on the battery backed RAM and also checksum checks are performed on non-volatile memory.

4.6.2 Reliability - Design Life

All components shall be rated for minimum 10 year life, excluding the standby battery which shall have a typical life of 5 years.

4.6.4 Fault Log & Diagnostic Facilities

The controller shall provide a Fault/Error Log in battery backed RAM. The Log shall provide storage for Faults which cause the signals to be blacked out. Storage is also provided for Errors which are detected, such as Hurry Call Request Watchdog time-out etc., which do not cause the signal displays to be blacked out.

4.6.4.1 Fault Diagnostics

The controller Fault/Error Log shall store relevant diagnostic data concerning each Fault or Error entered into the Log. Each Fault and Error is identified by a unique fault code which shall allow each fault to be quickly assessed as to the likely cause. Diagnostics are available that identify:

- (a) Green Conflicts
- (b) Signal Group Monitor Faults
- (c) Memory Corruption/Failure
- (d) Plan and Timetable Data Faults
- (e) Real Time Clock Failure
- (f) Watchdog Time-out
- (g) Hurry Call Request Watchdog time-out
- (h) Special Facility faults

4.6.4.2 Detector Fault Monitor

Detector fault monitoring shall be a system function supported directly by the controller. The system shall provide periodic messages from the Control Computer to the local controllers to interrogate the controller for current detector alarms.

The controller shall monitor detectors and pushbuttons in alarm checking intervals. The duration of each alarm checking interval shall be specified by tables in the site specific data. The tables shall allow different

alarm checking intervals for each of four time zones within a day. The tables shall also allow two day types, normal and alternative, each with its own time zones and duration of time checking intervals for each time zone.

Any detectors which did not change state in an alarm checking interval shall be flagged as faulty. Any pushbuttons which remained continuously actuated for the entire alarm checking interval shall also be flagged as faulty.

4.6.5 Signal Group Drive Monitor

The output switching circuits shall monitor the driven state for each signal group aspect to check that the output state corresponds to the drive signals from the processor. If a discrepancy is found then the controller shall switch off the signal lamps and record the fault in the Fault/Error log.

The controller shall provide a comprehensive conflict detection mechanism for conflict monitoring.

4.7 Electrical Specification

4.7.1 Mains Power Supply

The controller shall be designed to operate with wide variations in nominal mains supply and be tolerant to variations in supply voltage.

An interruption in the mains power of less than 50ms shall not cause any disruption to normal controller operation. The controller shall shutdown in an orderly fashion as a consequence of a power failure.

A main fuse and switch rated to 20 Amps shall be provided. The Main switch shall remove power from all circuits within and fed from the traffic controller.

4.7.2. Lamp Circuit Isolation/Protection

A Lamps Circuit Breaker shall be provided to switch off the signal lamps without affecting the operation of the controller logic. The lamp circuits (red/yellow/green) for each phase shall be protected by fast blow 5A separate fuses,

4.7.3 Signal Lamp Switching

Signal lamp switching shall be by solid state, TRIAC load switches. The TRIAC load switches shall be rated in excess of five million switching operations and to 16 Amps. The rated lamp load shall be at least 5 Amperes continuous for each aspect for each signal group at voltages in the range 195V to 265V by control signals set by either the RCC or in the background plan(s).

4.7.4 Standby Power Source

The real time clock and the RAM shall both be protected against loss of power by a battery. Data shall not be corrupted in either the clock or the RAM due to loss of mains power or because of the removal of any circuit cards from the logic module.

The battery shall maintains the clock and RAM for up to 5 years.

The status of the back-up battery shall be checked at controller start-up, and automatically once every month. If the battery condition is bad then the condition shall be logged.

4.7.5 Real Time Source

The controller shall provide both a Real Time Clock with day of week, hour, minute, second and fraction counters.

4.8 Mechanical Specifications

4.8.1 Controller Housing

The traffic signal controller shall be an integrated system with all necessary control, communications, input/output and termination facilities located within the mounted cabinet.

4.8.2 Controller Housing - Physical Design

The controller shall be housed in a cabinet fabricated mainly from 3CR12 steel with a powder coated baked enamel finish. The cabinet shall be supplied with all fixtures and fittings to mount internal equipment and to fix it to the base mounted plinth. All fittings and fixtures supplied with the cabinet shall be protected against corrosion.

Access to all internal equipment shall be via a single front opening door hinged at two positions. A document pocket (A4 size) shall be provided on the door to carry necessary documentation.

The cabinet shall be convection ventilated with air entry through the channel at the base of the door and air exit around the top cover. The base design shall provide frangible mountings to minimise accident damage.

Cabinet weatherproofing shall be to IP45 standard.

The standard cabinet shall provide field wiring terminals in 4 signal group increments to a maximum capacity of 24 signal group outputs.

The cabinet shall include a site identifier that shall ensure that the cabinet once prepared for a particular intersection can only accept a logic unit also prepared for the same intersection.

Single centre positioned locks shall be provided with top and bottom locking mechanism.

11. Signal Poles

11.1.1

The pole shall be of galvanized steel and shall have a diameter of 114 mm and a wall thickness of at least 5 mm.

11.1.2

It shall be designed and constructed so as to provide adequate support and stability for the signal heads, and shall be fitted with a weatherproof can. The signal poles shall be designed and constructed to the SARTSM Standards acceptable in uM. The poles shall have a nominal internal diameter of 100 mm with an external diameter of 114 mm.

11.1.3

The pole shall be provided with a flange at ground level for fixing with not less than four nuts to a concrete base. It shall extend for at least 3.7 m above ground level. A cable duct 100 mm dia. shall be embedded in the concrete foundation. All cable slots and bush holes shall be free from burns and rough or sharp edges.

11.1.4

The interior of the pole and the exterior above-ground shall be protected with galvanized corrosive treatment and effective over a temperature range of 0 degree C to 70°C. The poles shall be painted with 2 coats of corrosive resistant primer.

11.1.5

A 6mm hole shall be provided 20mm from the top of the pole for the fastening of the earth wire ring lug with a brass nut and bolt.

12. Fixing

12.1 Suitable means shall be provided to firmly fasten brackets and signal heads to pole and to allow adjustment where required. All nuts, bolts, fastening, hinges brackets and other fittings shall be of non-corrosive material or suitably treated other material to prevent corrosion.

12.2

Vehicle signal heads shall normally be fixed with the Centre of the green aspect 2.5 m above the carriage way level. Signal heads on high mast shall be fitted so that the lower part of the signal head assembly is at least 6.5 m above the carriage way surface.

12.3 Pedestrian signal heads shall be fixed with the Centre of the Red Man aspect 2.3 above the carriage way level.

12.4

The poles shall be such as to provide adequate stability in wind gust velocities up to 145 km/h.

13 Termination

13.1

Signal cables shall be brought to a terminal strip at the top of the pole. Cables connected permanently in the signal heads shall also be brought to the terminal strip for connections from low core numbers to the biggest. All cores must be terminated on each pole box.

13.2

Cantilever poles shall be fitted with cable termination box at the base of the pole..

14 Pedestrian Push-Button

14.1

Pedestrian push-button shall be fitted on signal poles or separated short poles. Boxes shall be manufactured from yellow PVC material..

14.2

The push button shall be manufactured from plastic and mounted flush with the box surface to avoid vandalism.

14.3

Pedestrian push-button boxes shall be mounted with the push-button 1,2 m from pavement level, and shall be earth bonded to the supporting pole. The mounting shall be such that the box cannot slide on the pole if the fixings become loose.

14.4

The boxes shall contain suitable terminals for controlling cables, which shall be routed inside pole.

15 Junction Stubby

15.1

Junction Stubby must be provided on each corner of the intersection for the termination of the cables on that particular corner. Stubby must have terminals to cater for one 27 core signal cable and up to 2 x 12 core signal cables the stubby must have a top removable cover which is vandal proof and water proof. A sample of the stubby must be supplied for approval by the Engineer.

16. INSTALLATION

16.1 Installation of Cable

16.1.1 Intersection Cabling

Intersection cabling shall comprise cables between signal poles, mast arms and the controller. Equipment mounted on the signal pole which shall require connection to the cabling may include:

- a. signal aspects
- b. pedestrian push buttons

16.1.2 Cable Characteristics

Intersection cables shall be as follows:

- a. multi-core
- b. not smaller than 1.5 mm² copper conductors
- c. PVC/polythene insulated
- d. PVC/polythene bedded

and shall be in accordance with SABS standards of requirements.

16.1.3 Cabling Practice

16.1.4 Jointless Runs

Cables shall be run between the controller and a termination point on the signal poles without intermediate jointing during initial installation.

17. Mains Supply at the traffic controller

A permanently energized mains supply core will be provided at the traffic controller.

18. Spare Capacity

At least 4 spare cores shall be provided in each cable at the time of installation. Spare cores shall be identified on the installation. A drawing to be supplied by the contractor

19. Low Voltage Cores

Cores carrying low voltages (e.g. push buttons) may be included in multicore cable carrying other signal circuits in accordance.

20. Labeling

Cable cores shall be identified by cores numbers and all cores shall be clearly labeled at the controller.

21. Earth Continuity

Earth continuity shall be provided by the "earth" conductor which is connected at each signal pole to an appropriate earthing pointed. A copper earth spike of minimum of 1.2m shall be provided at the controller.

22. Spare Cable

Each signal cables shall have 2 m of spare cable coiled in the Draw pit at the controller base, and 3 m of spare cable coiled in the draw pit by the pole.

23. Marking

All signal cables shall be marked at each end to indicate their function and connection. They shall also be marked in each draw they pass through.

24. Approval

Cable marking shall be to the approval of the Engineer and shall be designed to last the life of the cable.

25. Cable Laying

25..1 Ducting

Cable shall be draw into ducts, pavement boxes and pole boxes.

25.2 Excavation by Contractor

Where cables pass through excavations made by the contractor to approach the base controllers or poles where pole boxes are not provided, the following requirements shall be met:

- All cables shall be installed in ducts.
- Ducts shall be installed in trenches.
- Ducts shall have a minimum of 800mm cover in roadways.
- Ducts shall have a minimum of 500 mm cover in footways and elsewhere.
- Trenches shall not be excavated appreciably deeper than the ducts or bases, except to allow for a 200 mm thickness of fine sand which shall be applied to surround the cable.
- Backfill shall be free from flints and large stones, and compacted in layers of 200 mm.

26. Installation of Traffic Signal Equipment

26.1 Civil Works

The Contractor shall carry out all civil works associated with the installation of traffic signals, and supply all necessary materials. The work and material supply shall include

- Excavation for signal poles, controller bases, conduit runs, draw pits, channelizing island (where agreed and within the approved design), etc.
- the concreting of signal pole and controller bases
- the construction of draw pits, channelizing islands, etc.
- laying of cable conduits
- loop installation
- Backfilling of all excavations

Minor intersection works are only included to the extent detailed in the Final System Design and submitted and approved by the Engineer. Major intersection reconstruction work is precluded.

26.2 Underground Services

The Contractor shall be responsible for determining the location of any underground services.

26.3 Excavation

All excavations shall be in accordance with standards approved by the Engineer and shall have a firm level base and clean workmanlike sides. The exact location of all signal equipment and channelizing island and hence of the excavations, shall be agreed on site by the Engineer before excavation begins. Standard cable excavation shall be 500mm wide.

27.3 Installation of Inductive Loops

Loops shall be installed at the stop-line or in an advanced position as directed by the Engineer. The slot for the multi-strand panel wire shall be 6mm and not more than 30mm deep. Slot is to be clean of any sharp edges that can damage the cable. The panel wire shall be 1.5mmsq Nitrile cable. A bed of Silica sand must be laid before inserting the cable into the slot. The slot must then be sealed with abe 372 Epidermix. Tail ends must be twisted a minimum of 4 turns per meter. Tail ends to be terminated to a feeder cable, 1.5mmsq, 2 core SWAP back to the traffic controller. A P1 jointing kit is to be used for the cable termination. Please note the sensitivity of the loop is based on the number of turns inside the slot, therefore proper calculations must be conducted for maximum sensitivity.

27.4 Ducts

27.4.1 Type

Cable ducts shall be re-enforced PVC, SABS approved.

27.5 Draw Pits

Draw-pits shall be constructed at as required. Draw pits shall only be provided in the carriage way with the specific approval of the Engineer in each case.

27.6 Cable Ducts and Conduits

Cable ducts and conduits shall be laid with a minimum cover of 500 mm under footways and medians and 800 under carriage ways. All ducts and conduits shall be fitted with a draw string.

28 Traffic Controller

Traffic controllers shall be mounted on concrete plinths. The design of the base shall allow the equipment case to be replaced readily when required. All ducts and conduits entering the controller shall also be sealed. A concrete slab shall be constructed around the base of the controller plinth to prevent water from flowing towards the controller and cater for easy access to the controller during maintenance.

29. Site Clearance

29.1 Dismantle Existing Signal Installation Equipment

It shall be the responsibility of the Contractor to dismantle all existing traffic signal installations at locations where new equipment is to be provided.

29.2 Return to Store

All dismantled traffic signal equipment shall be transported to the store of the appropriate official authority

29.3 Care in Handling

The Civil Engineering Contractor shall take all necessary precautions in the handling of dismantled equipment to ensure the delivery to store in a condition that shall permit the relevant authority to refurbish the equipment.

30. Installation

30.1 Setting out Positions

The Engineer shall set out the positions of all signal poles and controller bases, in accordance with the drawings supplied by the client. If during the course of setting out or after excavation he discovers any obstructions that shall prevent the

Placing of any pole or controller in its designated position he shall propose an alternative position to the Engineer and awaits his decision. If any variation in cable quantity results from such repositioning he shall notify the Engineer accordingly.

30.2 True Installation

The Contractor shall be responsible for the correct and true installation of all signal poles and controller bases.

30.3 Other Equipment

After the signal poles and controller bases at each junction have been installed, the Contractor shall assemble and install all other requirement of his supply, including the laying and terminating of all cables.

30.4 Cable Installation

The end of all cables that have been cut to length shall be properly sealed immediately they are cut, unless they can be terminated the same day.

Cable termination shall be mechanically and electrically sound, and able to withstand all traffic-induced vibration.

All earth bonding shall be electrically bonded together in the controller case, and to controller cases and signal pole.

Cable ends shall be bound with PVC tape after termination of the conductors.

All cables shall be adequately supported on cable clamps or gland plates.

When each signal installation has been completed and has passed its Test after Installation, the controller base (if ground-mounted) shall be sealed with glands and any damaged point work on any part of the installation made good, to the satisfaction of the Engineer.

30.5 Test and Placing in Service

Traffic Signal Equipment and Installations shall be accepted by the Engineer following inspection and testing after installation is complete.

The Contractor shall provide such assistance, materials and facilities as may be necessary to carry out the above tests, and shall give the Engineer every opportunity for observing them.

Provided the above test has been satisfactorily passed, signal lamps and controller logic shall be inserted and the installation switched on. All timings and functions of the whole installation shall be tested.

The entire installation shall be inspected by the Engineer for good workmanship.

When the installation has been inspected and tested and found to be satisfactory, a hand-over certificate shall be completed and signed off by the Engineer. The installation shall then be place into serv

PRICING SCHEDULE

Please note that the price per intersection per month fixed for 36 months include:

1. Maintain and repair existing installed traffic controllers and Traffic lights on a daily basis including emergency repairs that may be required after working hours and weekends.
2. Update traffic controller data, timings etc
3. Respond to call-out in within 2 hours from the time it is reported.
4. Repairs/Replacement to damage - traffic lights, cables, poles, termination caps, backboards, pedestrian push buttons & lamps
5. All sundry items including cables, paint, connectors and consumables required for maintenance.
6. Repair and replace Knockdown Poles including the provision of a crane and bucket truck.
7. Manage all spares required for maintenance; please note that all controller and traffic signal spares supplied must be guaranteed for the duration of the contract. KSDM will not be liable for any repair costs for current and future traffic controller and traffic signal spares during the implementation of contract. KSDM will only purchase new Traffic equipment in case of knockdowns and acts of God, however all labour cost must be included in the monthly maintenance fee.
8. Maintain accurate records of equipments and faults
9. Update traffic controller data, timings etc.
10. Repairs to communication faults
11. Submit monthly feedback reports
12. Attend monthly meetings with Council for report feedback
13. On award of Tender contractor must have the following spares in stock in KSDM ,quantity will be confirmed by KSDM Electrical department .

No	Description	QTY	PRICE EX VAT	VAT	PRICE INCLUSIVE OF VAT
1.	COST OF MAINTENANCE PER INTERSECTION PER MONTH INCLUDING SPARES FOR EXSISTING CONTROLLERS LISTED BELOW	1			R
	a) Lamp Diver Module -Lunar		Included in Price no.1 above		
	b) Central Processing Unit-Lunar		Included in Price no.1 above		
	c) Fault Monitoring Module		Included in Price no.1 above		
	d) 12v Power Supply		Included in Price no.1 above		
	e) 24v Power Supply		Included in Price no.1 above		
	g) Ped Card – Lunar + Movac		Included in Price no.1 above		
	f) Low power supply board- Movac		Included in Price no.1 above		
	g) Main Power Supply -Movac		Included in Price no.1 above		
	h) Interface card -Movac		Included in Price no.1 above		
	i) Output cards-Movac		Included in Price no.1 above		
	j) 4 channel Detector		Included in Price no.1 above		
	k) Fail to Flash relay		Included in Price no.1 above		
	k) Lamps of relay		Included in Price no.1 above		
2	12 Phase Micro processor Traffic controller with Detectors, mounting Pole	4			R
	Laptop including Programming Software				
3	Traffic controller Housing and Pole	2			R
4	S1- 3 Aspect LED Traffic Light	20			R
5	S11- 2 Aspect Pedestrian Traffic Light	8			R

6	S8/9- 5 LED Aspect Traffic Light	4			R
7	Pole Termination Cap	10			R
8	Pedestrian Push Button	10			R
9	3.3M Standard Traffic light with base (Galvanised)	10			R
10	Overhead Traffic Signal Pole (Galvanised)	4			R

E. LIST OF ANNEXURE

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1
PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
------------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

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

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

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

DECLARATION OF INTEREST

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

3.1 Full Name:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

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

(a) a member of –

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

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

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

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

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

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

3.8 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

3.8.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.9.1 If so, furnish particulars

.....

.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **040/2020-21** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - 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 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE :

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

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

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

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

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

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR KING SABATA DALINDYEBO MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

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

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

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

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

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

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

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

.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

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

.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone.....
Fax.....

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

.....

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

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

5. **OWNERSHIP OF THE JOINT VENTURE**

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

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

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

(iii) Anticipated on-going capital contributions in Rands

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

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

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

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

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture cheque signing

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

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

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

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

.....
.....

(d) Acquisition of lines of credit

.....
.....

-
- (e) Acquisition of performance bonds
-
-

-
- (f) Negotiating and signing labour agreements
-
-
-

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

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

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,
-
-
-
-

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

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

.....

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N)	DISABILIT Y	FEMAL E	DATE OF OWNERSHI P	% OWNED	VOTING %

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

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

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

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

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

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

Yes/No

If so, state particulars

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

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

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

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

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

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

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

ANNEXURE G
BID CHECK LIST

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

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

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