



ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO PS 03/2024

INSTALLATION AND TERMINATION OF UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH TRAFFIC SIGNALS & MAINTENANCE FOR A PERIOD OF THREE (3) YEARS

BID DOCUMENT

Department Public Safety and Emergency Services
P O Box 29
LADYSMITH
3370
Telephone: 036 6311777
E-Mail: tjlatshwayo@alfredduma.gov.za

BIDDER'S NAME:

TRADING NAME:

**ALFRED DUMA LOCAL
MUNICIPALITY DEPARTMENT PUBLIC SAFETY
AND EMERGENCY SERVICES**

**CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION
OF UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT
ASSOCIATED WITH TRAFFIC SIGNALS & MAINTENANCE FOR A
PERIOD OF THREE (3) YEARS**

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ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF UNDERGROUND
ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED
WITH TRAFFIC SIGNALS & MAINTENANCE FOR A
PERIOD OF THREE (3) YEARS**

BID INVITATION

**ALFRED DUMA LOCAL MUNICIPALITY
INVITATION TO BID**

Bids are hereby invited from suitably qualified and experienced organisations/consortia in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following:

BID DOCUMENTS ARE NOW AVAILABLE ON THE NATIONAL TREASURY E-TENDER PORTAL, www.etenders.gov.za.

**DEPARTMENT OF PUBLIC SAFETY AND EMERGENCY SERVICES
BID NO. PS 03/2024: INSTALLATION AND TERMINATION OF UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH TRAFFIC SIGNALS & MAINTENANCE FOR A PERIOD OF THREE (3) YEARS**

PRE-QUALIFICATION CRITERIA

1. Acceptable bids will be evaluated by using a system that awards points on the basis of 80/20 preferential point system of which 80 is for price and 20 is for Ownership as Specific Goal.
2. Race (HDI) 5/20 - ownership verification will be conducted in line with the Central Supplier Database and also by BBBEE scorecard attributes AND
3. RDP Goals 15/20 - the bidding company to prove that it is located in the Alfred Duma Local municipal area.

Bid documents are obtainable from **Thursday 29 February 2024**.

FUNCTIONALITY CRITERIA

No	Description Items	Maximum Potential Score	Bid Evaluation Score	Page Ref. No.
1	Undertaken work of similar nature, traffic signals in any Municipality or Organ of the State and Private Sector. (5 points per appointment letter or order and invoice or reference letter) (Attach appointment letter – Order and Invoice or Reference letter as proof)	10		
2	Number of year's company has been in practice. (5 points per year) (Attach company registration as proof)	10		
3	Experience of site personnel with at least a minimum qualification of National Diploma in Electrical Engineering and registered with Engineering Council of South Africa (ECSA) as a professional technician. 1-3 years of experience in maintenance (10) 4-6 years of experience in maintenance (20) 7-10 years of experience in maintenance (30) Attach CV with Qualification and ECSA certificate.	30		

	TOTAL SCORED	50		
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4. **COMPULSORY BRIEFING SESSION AND SITE INSPECTION: Tuesday 12 March 2024 at 10:00 in Room 133 at the Legal Services Boardroom, Lister Clarence Building, 221 Murchison Street, Ladysmith.**
5. **CLOSING AND OPENING DATE, TIME AND VENUE: Wednesday 3 April 2024 at 11:00 in Room 206 – Lister Clarence Building, 221 Murchison Street, Ladysmith.**

BID ENQUIRIES

Bid enquiries are to be addressed to Mr JT Hlatshwayo at Tel No. 036 631 1777.

BID SUBMISSION

Sealed bids with the contract number and description of the bid endorsed on the envelope, with the bidders' details clearly indicated, must be deposited into the bid box located at the public entrance door, ground floor of the Lister Clarence Building, 221 Murchison Street, Ladysmith on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted.

Bid documents may only be submitted on the original bid documentation form issued by the Municipality.

The following documents are mandatory:

1. Up to date Municipal Rates and Service Charges and Water Statements where the company is located.
2. Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
3. CSD Report

NB: Please note that the Municipality will only consider a service provider who is registered on the Central Suppliers Database (CSD).

FAILURE TO ATTEND THE COMPULSORY BRIEFING SESSION WILL INVALIDATE YOUR BID.

THE FOLLOWING IS APPLICABLE TO THE BID:

BIDDERS NEED TO SCORE A MINIMUM OF 60% TO BE ELIGIBLE FOR THE SECOND ROUND OF EVALUATION.

PLEASE NOTE:

BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE FOLLOWING, NAMELY QUALIFICATION DOCUMENTS AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.

Alfred Duma Local Municipality is not bound to accept the lowest bid and reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

NOTICE NO. 18/2024

DATED: 20/02/2024

**S S NGIBA
MUNICIPAL MANAGER**

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
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& MAINTENANCE FOR A PERIOD OF THREE (3)
YEARS**

CONDITIONS OF THE BID

ALFRED DUMA LOCAL MUNICIPALITY

DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES

CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH TRAFFIC SIGNALS & MAINTENANCE

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexures must be initialed / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and ALFRED DUMA LOCAL Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of One Hundred and Twenty (120) days from the date they are lodged and may be accepted at any time during the said period of One Hundred and Twenty (120) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on ALFRED DUMA LOCAL Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of ALFRED DUMA LOCAL Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by ALFRED DUMA LOCAL Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **11:00** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the ALFRED DUMA LOCAL Municipality or any other area within the boundary of the ALFRED DUMA LOCAL Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the ALFRED DUMA LOCAL Area, all costs to attend such demonstration must be borne by the bidder

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
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YEARS**

GENERAL CONDITIONS OF CONTRACT

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

**CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED
WITH TRAFFIC SIGNALS & MAINTENANCE GENERAL CONDITIONS OF
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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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. **“Tort”** means in breach of contract.
- 1.27. **“Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

goods, services or works.

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information

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

6. Patent Rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as

compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

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

8. Inspections, tests and analysis

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

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

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

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

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

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

- 22.1. R1500 per day is charged for every order not delivered as per agreement..

23. Termination for default

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

29. Limitation of Liability

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

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 supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 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 supplier 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 supplier 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.
- 33.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

34. Transfer of contracts

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

35. Amendment of contracts

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

36. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
EMERGENCY SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC SIGNALS
& MAINTENANCE FOR A PERIOD OF THREE (3)
YEARS**

SPECIAL CONDITIONS

ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES

**CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH
TRAFFIC SIGNALS & MAINTENANCE**

SPECIAL CONDITIONS OF BID

1. SOURCE OF FUNDING

Funding available on Municipal budget.

2. DURATION OF CONTRACT

All Goods /Equipment/Installation must be completed/supplied within Thirty (30) days from receipt of an official order from the Ladysmith Municipality. The Duration of this tender is for period of Thirty Six (36) Months.

3. PAYMENTS

All payments will be made to the Contractor within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 15th of each month.

4. SERVICE LEVEL AGREEMENT

- 4.1 A service level agreement will be entered into with the successful bidder.
- 4.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of confirmation by the Municipality for the acceptance by the successful bidder."
- 4.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 4.4 Should no consensus be reached within fourteen (14) calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:
 - i) cancel its acceptance of the bid, or
 - ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

5. PENALTIES

Penalties will be levied in terms of the applicable provisions of the General Conditions of Contract above.

6. PRICE

The price quoted shall be a fixed amount for the project and will include cost to procure the material, construct the facility, design, disbursements, Geo-technical and survey, etc.

7. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

8. BID COMPLIANCE

The Bid must comply with the following:

- VAT must be indicated separately.
- This bid or part thereof may not be ceded.

9. MEETINGS

Progress meetings will be held monthly / fortnightly by both parties. This item is discussed further in the Service Level Agreement

10. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

11. PERFORMANCE

Performance will be evaluated on a monthly basis.

12. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing

13. SUPREMACY OF SPECIAL CONDITIONS

The provisions of this section will take precedence over any other condition, term or stipulation in this document.

In the event of any contradiction with any other section in the contract (including Service Level Agreement) the provisions of this section will precedence.

14. PERFORMANCE SECURITY

- ❖ A fixed amount of 10% in respect of Performance Security is applicable in respect of each bid and must apply for the duration of the contract.
- ❖ The Performance Security shall be secured within thirty (30) calendar days of award of the bid and shall apply from the date of award of the bid.

- ❖ The Performance Security submitted has to be approved by the Alfred DumaLocal Municipality.

15. OTHER MATTERS

- ❖ Bidders must also submit three year audited financial statements of the company.
- ❖ Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

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**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC SIGNALS
& MAINTENANCE FOR A PERIOD OF THREE (3)
YEARS**

SCOPE OF WORK

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

**CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED
WITH TRAFFIC SIGNALS & MAINTENANCE**

SPECIFICATIONS

DESCRIPTION OF ITEM

1	Mini-Overhead pole as per diagram supplied –Galvanized
2	4m Standard traffic pole with base as per diagram-Galvanized
3	Overhead traffic pole as per spec supplied –Galvanized
4	3 Aspect LED Traffic Light including of back board
5	3 Aspect Back Board
6	5 Aspect LED traffic light including of back boards
7	5 Aspect Back Board
8	1 Aspect LED traffic Light (Red Arrow) including of B/Boards
9	2 Aspect pedestrian head as per spec supplied
10	ATC 4 phase driver card for Traffic Robot controller
11	Universal sun visors
12	Red Light Upgrade kit
13	Amber Light Upgrade kit
14	Green Light Upgrade kit
15	Pole Termination Cap
16	Pedestrian Push Button
17	Single Lane Vehicle Sensor
18	Dual Lane Vehicle Sensor
19	Pigtail to Controller-per meter
20	12 Phase Robot Controller
21	6 Phase Robot Controller
22	4 Phase Robot Controller

**ALFRED DUMA LOCAL MUNICIPALITY
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SERVICES**

**CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED
WITH TRAFFIC SIGNALS & MAINTENANCE**

SPECIFICATIONS

DESCRIPTION OF ITEMS

23	Flasher Unit for Traffic Robot Controller
24	Fault Monitoring Module for Traffic Robot Controller
25	24V Power supply for Traffic Robot controller
26	12v Power supply for Traffic Robot Controller
27	11 Pin Dinrail detector for PLC controller for Loops
28	Euro type pedestrian detector Traffic Robot Controller
29	Euro type loop detector Traffic Robot Controller
30	General purpose input/output card for Traffic Robot Controller
31	Conflict Monitors for Traffic Robot controller
32	Red LED pedestrian upgrade kit
33	Green LED pedestrian upgrade kit
34	Green LED flashing arrow upgrade kit
35	Amber LED flashing arrow upgrade kit
36	Labour and travel per/hour
37	Installing of ducting per linear meter.
38	Labour overhead knockdown
39	Labour mini-overhead knockdown
40	Labour standard pole knockdown
41	Labour for trenching and backfill per linear meter
42	Labour installation of push button
43	Labour for cable joint per 2 core cable joint
44	Labour for cable joint 19 cable joint
45	Labour for cable joint per 27 core cable per liner meter

46	Cable laying and termination for 2 core cable per liner metro
47	Cable laying and termination for 19 core cable per linear meter
48	Cable laying and termination for 27 core cable per linear meter.
49	6mm copper wire per linear meter
50	Installation of earth spikes
51	Cable jointing kit 2 core
52	Cable jointing kit 19 core
53	Cable jointing kit 27 core
54	Cut loop and laying of core cable
55	Robot programming
56	Traffic Remote Management System
57	Solar Driver Cards
58	230V AC Dual flasher
59	Driver Card Fuses
60	Power Relay 12 A-250V, 24V DC
61	Flasher Relay – 10A-250V, 24V
62	MX Standard System Processor Module
63	MX System Processor Module with LCD Touch Screen
64	MX Standard Service Module
65	MX 4 Phase Output Module
66	GPS Timeset Module Incl. Antenna
67	MX Standard Cabinet Assembly with Mounting Pole
68	Vehicle Wireless Detectors - Magnetometers
69	Wireless Access Point - Receiver with Battery Pack
70	Sensor Interface Module for Traffic Controller Inputs
71	Antenna with Mounting Pole
72	Wireless Sensor Management Software
73	Wireless Trafficcam or Equivalent – Wide Angle
74	Wireless Trafficcam or Equivalent – Narrow Angle
75	Controller Interface Card
76	Base Station and Antenna
77	Set up and Calibration Software
78	Industrial Router

Note: Robot Controllers to comply with SANS 1547:2005, Proof of Compliance must be submitted when tendering. Robots Controllers with any form of PLC will not be accepted and must comply in all respects with the controller specification supplied.

All Robot heads and other equipment tendered for must be accompanied by SANS approval.

FURTHER INFORMATION THAT IS COMPULSORY

1. Bidders must provide certificate that they can perform the following on Council's Traffic Robot Controllers:
 - a. That they can conduct terminations to the controller
 - b. That they are prepared to accept liability in the event that the controller is damaged due to bidder's negligence

- c. Provide proof that your Staff members are accredited to work on two types of Traffic Robot Controllers in the form of a Certificate.

That the controller supplied is compatible with the current controllers used by the Alfred Duma Local Municipality in terms of so software as Council is moving in the direction of a "remote System" which will require all controllers to be linked to the control center.

That they are able to work on the current software as it will be required from time to time to change programs etc.

That spares quoted for above are for the Traffic Robot controllers programming and testing must comply with specification supplied.

That technicians must have a certificate from the supplier stating competence to work on the Traffic Robot controllers.

**ALFRED DUMA LOCAL MUNICIPALITY
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**CONTRACT NO PS 03 /2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH
TRAFFIC SIGNALS & MAINTENANCE**

CONTROLLER

1.1 CONTROLLER SPECIFICATIONS

Traffic Controller must be /have been successfully tested by the South African Bureau of Standards (SABS) for compliance with SANS 1547:2005. Proof of compliance must be submitted with tender submission.

1.2 Microprocessor based, fully electronic

1. Modular in design for easy maintenance.
2. Upgradeable from 4 to 24 phases
3. LED phase indicators on the driver modules.
4. Dual Green to Green Conflict Monitoring.
5. Last Red out monitoring
6. Selectable Lamp Monitoring for LED, incandescent &QH
7. Front connecting cable looms for quick & easy replacement.
8. SD card for configuration transfer and Download.
9. Fuse protected driver output PSU with LED indicators.
10. 16 Detector inputs & 8 auxiliary inputs.
11. External Flasher facility
12. Advanced Manual Panel facility.
13. Communication: GPRS, Wi-Fi, LAN and Zigbee.
14. GPS Real-time clock for wireless sync.
15. Hand Held Unit for easy diagnostics.
16. Cabinet has 3-way locking mechanism.

1.3 Traffic Signal Controller Specifications.

1.3.1 General

1. Fully electronic Micro-processor based controller will be accepted
2. Modular design for easy maintenance
3. With security facilities such as multiple conflict monitors, lamp failure monitoring as well as extensive internal monitoring
4. Software upgrades can be downloaded via portable computer or a remote management systems.
5. Traffic Controller must be supplied with a hand held diagnostic unit.
6. Manual Panel facility to control individual stage requests, All Red, lamp off and Flashing
7. All external connections to be made via front mounted phase plates for easy maintenance and replacement of the complete electronic logics
8. Fully approved by International Standards,IS09001,SANS2004
9. Capable of Fixed Time, Vehicle Actuated, Semi-VA, Manual, Flash and Remote Management Modes.
10. Program storage in None-Volatile -RAM memory
11. Real-time Clock synchronization via GPS

2. Programming and Testing Capabilities

Specialized Traffic Configuration to program intersections with 5 minutes

1. Automatic Built -in safety checks.
2. Automatic Conflict Calculation
3. Modes Of Operation
4. Fixed Cycle
5. Full VA
6. Semi-VA
7. RMS

8. Flash
9. Manual
10. Capable of 16 stages and 65 plan time tables.
11. Built -in Simulator to test configuration
12. Controller configuration upload available

Traffic Remote Management System (RMS) capabilities to connect to Traffic Robot Controller's Mix Remote Traffic Management System. Windows based operating system for security

13. Controller Faults reported back to RMS
14. Timing and plan changes are implemented remotely
15. Multiple User access.
16. RMS Real-time clock maintained via GPS
17. Stores historical data
18. Fault Tracking capability from notification, acknowledgment to repairs

2.1 Intersection Programming

1. Special programming software must be available to program the traffic controller
2. Program software must have user security
3. Program must be stored in Folders inside a computer
4. Safety checks and minimum parameter violation must be reported immediately and program stopped.
5. Programming must be by simple selection boxes.
6. Phases must be selectable for vehicle, pedestrian, right/left turn movements.
7. Must have offset capabilities to synchronize adjacent intersections.
8. Must have wireless synchronization capabilities.
9. Must be capable of a minimum of 60 plans
10. Plan selection resolution must be 5 minutes.
11. Timing parameters setting must have minimum of 255 seconds
12. Minimum number of stages 16.

13. Must be able to do parallel streaming.
14. Must be able to support 4 streams on a single controller
15. Detector selection must have latched and unlatched capability
16. Call/Cancel facility for vehicle detectors
17. Mode selection must have fixed time, Vehicle Actuated. Semi-VA, Part time Flashing, UTC.
18. Programmable Automatic Restart capabilities.
19. Programmable dimming timetable

3. Traffic Simulator Testing

1. Upload intersection program
2. Display operating phases and stages
3. Display plan, stage, phases, offsets, mode, all 4 streams, stage counter, cycle length, cycle length counter, safety minimum counter, detector activation and de-activation
4. Controller Mode Selection to see existing information in controller before download.

4. Controller Outputs

Lamp Driving

Maximum number of signal groups:24(Upgrade from 4 phase to 24 phase by means of 4 phase driver cards)

Phase signal groups must be displayed on the front faceplate

Signal groups may be allocated as vehicle. arrow, public transport, pedestrian, etc.

Should support lamp types of tungsten mains voltage (incandescent), Quarts halogen transformer driven and LED lanterns.

Protection by front panel accessible fuses-one per color (R, Y &G) of each signal group

5. Lamp Dimming

1. Dimming may be implemented by the time of day.
2. Individual signal group outputs may be designated for non-dimming, where their use is to drive other types of devices e.g. solenoids, changeable message signs or motors.

6. Conflict Monitoring

1. Duplicated conflict monitors are provided to perform full range of conflict situations
2. Software and hardware green conflict monitoring including monitoring of critical timed periods
3. Conflict circuits should provide independent monitoring circuits for both green conflict monitoring and for watchdog monitoring.

7. Lamp Monitoring

1. Monitors Last Red out.
2. Lamp monitoring algorithms which provide accurate detection of single and multiple lamp failures

8. Special Outputs

Special Purpose Outputs for driving Wait Lamps and other devices.

9. Detector inputs

1. Maximum number of detector inputs: 24
2. Detector inputs consist of vehicle detector loop inputs and contact inputs

10. Communication link (for future use of urban traffic management system)

Built in GPRS. WIFI, GSM, landline and Optic fiber are preferred for connection to the UTC computer

11. Interfaces to Intelligent Transport System (ITS) devices

RS232 Or 485 ports to provide interfacing to other devices housed within or external to the controller, such as variable detection message signs, video detection, etc.

12. Power Requirements

1. Input Voltage: 230V – AC, 50HZ
2. Internal PSU must have removable fuses
3. PSU must indicate by means of LED of ok or Faulty
4. Internal PSU must be pluggable.
5. Operating Temperature-10 degree c to 75 degree c

13. CABINET

The cabinet should construct from A grade aluminum P165 rated cabinet

A 3-way locking mechanism for prevention of vandalism.

With an internal light (lights when the door is open during nighttime servicing)

14. 200mm LED traffic Light Specification

1. 3 Aspect led Traffic Light
2. 5 Aspect Led Traffic Light Right-Turn
3. 5 Aspect led Traffic Light Left-Turn
4. 2 Aspect Led Traffic Light Pedestrian

Note: all traffic lights must be supplied complete with:

- I) Background Screens
 - II) Mounting brackets for standard poles and Cantilever poles
 - III) Sun Visors
5. Matrix Signal with a minimum of 3 circuits is proffered
 6. Guarantee should be not less than 60 months .Proof of 5 year serviced guarantee must be provided.
 7. The Luminance should not be reduced by more than 5% for the loss of any single Led.

LED Module must comply with following specifications below:

LED MODULE	200MM	300MM
Nominal Voltage	-15%230 Vac+ 15% 15%	-15%230 Vac+ 15%
Operating Temperature	-10C to +75C	-10C to +75 C
Voltage range	195Vac-265 Vac	195 Vac-265
Luminosity not to be affected by more than 10%		
Mains Frequency	50_+3Hz	50+_3Hz
Power Factor		
Ficker of LEDs over voltage range	<100Hz	<100Hz
No visible light when voltage is	120 Vac+_5v	120Vac +_5V
Turn ON within 75 msec to reach 90% of full illumination		
Wattage	<8w	<12w
Turn OFF .Shall cease emitting light within 75 msec of removal of nominal voltage		
Total harmonic distortion induced into AC line at nominal operating voltage and at 250C	Not exceed 20%	Not exceed 20%
OFF State Voltage decay. Switched from ON to OFF terminal voltage to decay to value less than 20Vin less than 100 msec		
Failed Load impedance 250k within 300 msec of detecting loss of load		
Dimming function to be active. Luminance to be consistent throughout Voltage Fluctuation. Dimming should not be less than 30% of full bright.	115 Vac to 170Vac	115Vac to 170 Vac
Brightness condition. Luminance to be consistent throughout voltage fluctuation.	171Vac to 265 Vac	171 Vac to 265Vac

Voltage:	230 VAC 80% to115%	
Maximum Voltage:	400 VAC (lamps isolated above 265 VAC)	
Frequency:	50 Hz □ 2Hz	
Supply Interruption:	Up to 50 ms at nominal supply voltage.	
Supply Transients	6 kV 1.2/50 µs	
Unstable Supply:	System shut down when supply less than specification (typically 185V) within 1 s. Restore to normal operation (typically) 185 V, within 3 s.	
	Over voltage shutdown >265 VAC	
System Loading at 230 V:	Each phase drive:	Up to 750 watts (nominally 100 watts for LED based systems)
	Total system load:	Up to 2300 watts at any one time
Lamp Dimming:	230 to 165 V transformer	
Service Socket:	Optional with 30mA earth leakage protection	
Lamp Switching:	16/25 amp 800 Volt Triacs	
Power Consumption	<25 W	
Lightning Protection	Class 1 75 kA 8/20 µs with protective disconnect	

Traffic Controller

- 4 to 24 phases
- 1 to 32 detector inputs
- 1 to 50 Plans
- 1 to 32 stages
- Cycle time: 0 to 250s in 1s increments
- Lamp Failure: Any change in load greater than 3 Watts
- Local Supplier
- Controller should be of modular physical characteristics
- SABS / SANS 1547:2013 Approval
- Fault finding / Mimic indicators on Output / Lamp Drive Modules ease of fault finding
- Monitoring of all lamp aspects (R, A ,G) for False / Missing lamp drives
- Conflict monitoring
- Cableless linking for junction local synchronization
- Independent supervisory circuitry for High / Low voltage protection
- Solid State Output / Lamp Driver cards
- GPS Time Sync
- Synchronize of clocks using NTP time set protocol.
- LCD Colour Touch Screen that mimics the junction operation.
- USB config file Upload / Download
- USB log file Download
- USB firmware updates
- UTMC compatible for possible future System integrations
- Radar , Magnetometer , Video detection, and inductive loop compatible [Direct Ethernet Sensys integration]
- Remote monitoring compatible (optional hardware May be suggested) [Min Faults > Controller fault, Power failure , Circuit Breaker tripped , Detector , Voltage, Temp , Lamp Faults]
- Remote Configuration download facility (optional hardware May be suggested)
- Remote Log file upload (optional hardware May be suggested)
- Fault notification via Telegram or Whatsapp Group [Via remote Monitoring system or directly via controller]
- Modes of operation:
 - a) Lamps off

- b) All red
- c) Fail-to-Flashing
- d) Part-time flashing
- e) Manual flashing
- f) Fixed time
- g) Semi-Vehicle Actuated
- h) Full Vehicle Actuated
- i) Manual operation
- j) UTC follow mode
- k) Hurry call
- l) Emergency call

TECHNICAL SPECIFICATIONS - MAGNETOMETER DETECTOR AND VIDEO CAMERA DETECTOR UNIT

1. VEHICLE DETECTORS

1.1 General

1.1.1. The supply and installation of vehicle detection devices as an alternative to inductive loops. The devices offered should be compatible with current utilized technologies and should have full South African support with the ability to “fit and forget” for at least 5 years.

1.1.2 Vehicle detectors supplied shall be clearly and durably marked where relevant including:

- i. Electrical ratings
- ii. Hazard labels where mains supply is found
- iii. Manufacturers part number / ID / patent number
- iv ICASA license number (wireless devices)
- v Unique serial number for identification and provide product/site traceability.
- vi Microdots

1.1.3 The Bidder shall provide full details of equipment being offered in their Bid response, including data sheets, battery life of sensors, description of sensor setup, calibration equipment and software that is required, wiring diagrams, interconnection cable requirements, etc. No Bid will be considered unless full details and specifications are provided with the Bid response.

1.1.4 There are four types of applications for these detector technologies:

- i. Stop-line Presence – Detection of the presence of a vehicle stopped at the stop-line of a traffic signal. Requires a detection zone in each travel lane for the associated traffic signal stage operating under vehicle actuated operation. Typically located immediately upstream of the stop-line, except for lagging right turns when the detection zone is located immediately downstream of the stop-line. The size of the detection zone should be approximately 2.5m in the direction of travel.
- ii. Set-back Presence – Detection of the presence of a vehicle approaching a traffic signal. Requires a detection zone in each travel lane for the associated traffic signal stage operating under vehicle actuated operation. Typically located upstream of the stop-line. Location is dependent on traffic operating speeds or in the case of leading right turns the size of queue required before a right turn stage is activated. The size of the detection zone should be approximately 2.5m in the direction of travel.
- iii. Adaptive Control – Presence detection of vehicles approaching a traffic signal. Requires a detection zone in each travel lane of each major road approaching the intersection (through lanes only, except when right turn stages are used). Typically located immediately upstream of the stop-line. The size of the detection zone should be approximately 1m in the direction of travel.
- iv. Network Monitoring – Detection of traffic flow characteristics of vehicles approaching a road segment. Requires a detection zone in each travel lane approaching the road segment.

Typically located in the exit lanes of an intersection approximately 20m downstream of the intersection. In the case of motorways, typically located at regular intervals (e.g., 500m) and situated in areas that experience a minimum of weaving between lanes. The size of the detection zone should be approximately 2.5m in the direction of travel. On motorways the vehicle sensor shall also be capable of detecting incidents.

1.2 *Magnetometer Detector Unit*

- 1.2.1 The magnetometer vehicle detector unit to be the Sensys VSN240-f-2 (MAG2) or latest unit or equal or equivalent for the purpose of providing vehicle presence, speed, volume and lane occupancy data (e.g. stop-line presence, set-back presence, adaptive control and network monitoring).
- 1.2.2 For vehicle presence detection, the detector unit shall be capable of presence and pulsed operation on a selectable basis.
- 1.2.3 The Bidder shall indicate how many individually monitored lanes one sensor is capable of monitoring.
- 1.2.4 For network monitoring (volume, speed and lane occupancy), the detector shall provide data with the following accuracy:
 - i. Speed to 5 km/h, based on average speed per lane over a 5 minute period;
 - ii. Volume +/-5% per lane over a five minute period;
 - iii. Lane Occupancy +/-10% per lane over a five minute period.
- 1.2.5 Speed calculations shall be based on dual-loop speed trap emulation.
- 1.2.6 For vehicle presence detection, controller interface cards capable of monitoring a minimum of four individually monitored lanes shall be provided. The interface cards shall be compatible with Euro- style 19" detector racks for installation in existing controllers. If NEMA cards are supplied, they shall be provided with suitable adapters for Euro-racks. If detector cards are properly encased, it will be allowed to mount it on a din rail.
- 1.2.7 Access points and repeaters (including mounting brackets) for relaying sensor detection data to the traffic signal controller shall be provided. The Bidder shall indicate how many sensors one access point is capable of monitoring.
- 1.2.8 Any equipment housed in pole mount enclosures shall be supplied together with any power supply and surge protection required.
- 1.2.9 For presence detection, the equipment shall be compatible with controllers in use; all these require standard potential free contact closures. Fault indication shall be available.
- 1.2.10 LTE (4G or higher) communications using NTCIP with TCP/IP to be offered for use in areas of no wireless coverage.
- 1.2.11 The communications protocol shall conform to NTCIP1201 and 1209 standards – further requirement are listed in Appendix A.
- 1.2.12 All software necessary to set-up and calibrate the sensor shall be provided by the bidder.
- 1.2.13 Procure the servers to monitor the magnetometers and related equipment. All equipment shall to able to communicate to all current controllers and to the existing server. Failure will lead to a non-responsive bid.
- 1.2.14 The contact closure card should be compatible with the cards utilized.

1.3 *Video Camera Vehicle Presence Detector Unit*

- 1.3.1 The video camera vehicle presence detector unit to be the Traficam X-Stream and Thermicam units available from Flir or equal or equivalent for the purpose of adding vehicle actuated operation of traffic signalized intersections (e.g., stop-line presence, set-back presence, adaptive control and network monitoring) or at standalone sites.
- 1.3.2 Presence and pulsed operation shall be selectable.
- 1.3.3 The Bidder shall indicate how many individually monitored lanes one sensor is capable of monitoring and whether there are variants for near and far side installation.
- 1.3.4 The equipment supplied shall be housed in pole mount enclosures together with any power supply and surge protection required. All pole mount enclosures shall be provided with mounting brackets and have sufficient space inside for communications equipment.
- 1.3.5 Controller interface cards shall be provided and be compatible with Euro-style 19" detector racks for installation in existing controllers. If NEMA cards are supplied, they shall be provided with suitable adapters for Euro-racks. If detector cards are properly encased, it will be allowed to mount it on a din rail.
- 1.3.6 The equipment shall be compatible with controllers. All these require standard potential free contact closures. Fault indication shall be available.
- 1.3.7 All software necessary to set-up and calibrate the sensor shall be provided by the bidder. Software for receiving and analyzing sensor data will also be required.

Failure to include the Software will lead to a non-responsive bid.

1.4 *Training and Documentation*

- 1.4.1 Training for all equipment components and software supplied shall be provided for field installers, contractors, technicians and operators.
- 1.4.2 The training shall be conducted at the facility located within the area of Ladysmith
- 1.4.3 A percentage mark-up should be provided to cover costs of accommodation, travelling and meals of the persons attending the training if the training is to be conducted at a facility not provided.
- 1.4.4. The Contractor shall be responsible for providing all training materials and conducting the training for a minimum of 4 people.
- 1.4.5 The training shall be composed of a mix of classroom instruction and hands-on usage of equipment by the participants. The training sessions shall be orientated towards personnel who have an understanding of traffic management systems. As a minimum, the training shall include:
 - i. Principles of operation;
 - ii. Installation
 - iii. Communications interface
 - iv. Set-up and calibration;
 - v. Methods of testing; and
 - vi. Maintenance and troubleshooting.

1.5 *Environmental*

- 1.5.1 Equipment supplied shall be suitable for operation under South African environmental conditions and shall operate under conditions of rain, hail, fog, road spray, low light and night-time without adverse effects on performance.

- 1.5.2 Equipment supplied shall comply with the relevant SA Standards for electrical connection (SANS 10142), surge and lightning protection (SANS 10313) and earthing (SANS 10199). Nominal supply voltage shall be 230VAC single phase (+/-10%), frequency 50Hz (+/- 2%) with particular reference to the current power supply situation where power failures and irregular power fluctuations are daily occurrences.
- 1.5.3 Additionally the detection equipment shall comply with European standard ENV13563 (Traffic control equipment – vehicle detectors) including:
 - i. Temperature class T1 (ambient temp -15 to +60 deg C)
 - ii. Sensor units and above ground enclosures- protection class IP65
 - iii. Detector units in road surface - protection class IP67

Any radio equipment supplied shall be ICASA approved for free-to-air usage.

1.6 *Earthing and Lightning Protection*

1.6.1 All enclosures shall have electronic components adequately isolated and provided with surge protection.

1.7 *Spares*

1.7.1 The Bidder shall detail what spares are required to support the technology in his Bid response and fill in the relevant details in the Bill of quantities (BOQ).

1.7.2 An additional list may be attached if required where reference must be made to the list in the BOQ.

1.8 *Other*

The Bidder may offer any additional equipment available for ease of setup and maintenance of their equipment or any additional features / enhancements which were not listed in items above. Full details to be provided with the Bid response.

An additional list may be attached if required where reference must be made to the list in the BOQ.

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

**CONTRACT NO PS ___ /2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT ASSOCIATED WITH
TRAFFIC SIGNALS & MAINTENANCE**

SCOPE OF WORK

1. INTRODUCTION

The Scope of work for this project shall include:

- Technical Design
- Supply and Installation of Traffic Equipment on site and software
- Training
- Warranty, Maintenance and Spare Parts.

2. TECHNICAL DESIGN

To obtain the optimal result, the Tenderer shall, before supplying and installing the equipment, perform the following:

1. Site Survey

To obtain the site geometrical condition, including road and lane width, lane markings and supporting facilities such as electrical supply, cable ducting ,etc.

A Traffic survey shall be conducted at each controlled site to measure the traffic conditions (including traffic flow, turning movements ,vehicle type, delay and queue length) for the Morning -Peak ,Midday -Peak ,Evening -Peak and Off -Peak hours.

2. Capacity and Quality of Equipment

From the above site survey and other engineering studies, design a system to provide optimal phasing and timing for controller operation to suit the measured traffic conditions during the four periods.

The system and traffic design shall meet the user's requirements, but still be flexible for future expansion System Optimization for traffic adaptive operation, additional parameters shall be designed and entered into the UTC System database to provide real time optimization using traffic data provided by

strategically located vehicle detectors.

The installed quantity and capacity of the system shall be utilized optimally to achieve user's requirements.

TECHNICAL SPECIFICATION

1. GENERAL

- 1.1 This specification covers the laying of traffic signal cable ,cable ducts and installations of traffic signal and traffic counting inductive detector loops ,traffic signal poles, excavation and replant traffic signal poles, termination of cables, signal lantern installation pushbutton installation and reinstatement of cable trenches.
- 1.2 The Final connection to existing live equipment will be responsibility of Alfred Duma Local Municipality.
- 1.3 All material applicable to the relevant job shown on the drawing shall be supplied by the contractor to the approval of Alfred Duma Local Municipality.
- 1.4 The transporting of the material including on-and off-loading, handling on site and re loading of excess materials, shall be the responsibility of, and be carried out by, the Contractor. The Contractor shall include the transporting and handling of material and plant in his quoted price.

2. EXCAVATIONS /TRENCHING

- 2.1 The Contractor shall, before trenching commences, familiarize themselves with the route and conditions on site and shall be provided with such information as is known to the Engineer regarding site conditions and other electrical plant and services along the route, to enable the Contractor to ensure that every effort is made to avoid damage to existing plant and services. The Contractor shall be responsible for obtaining information regarding the positions of cables, water pipes, storm water pipes and sewers.
- 2.2 On setting up site and before commencement of excavation work, the Contractor shall be required to show for inspection that he has all necessary excavation and laying equipment, which shall be to the satisfaction of the Council appointed representative.
- 2.3 The bottom of each trench shall be firm and of smooth contour .A pathway shall be kept clear along both sides of the trench. Hardened road surfaces shall be machine cut with- out disturbing the bond between the adjacent road surface and soil .Where applicable, any associated curbing and channeling shall also be cut if it is not practicable to burrow under the obstruction.
- 2.4 The material excavated from each trench shall be placed adjacent to the trench but leaving a walk way on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked so as to avoid interference with traffic .Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the Council appointed representative, be removed from the site and returned for refilling the trench on completion of laying. All surplus material shall be disposed of by the Contractor.

In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material, soil and other material.

25 Where cable/pipes are needed to cross a road, the necessary clearance /permission needs to be obtained from the department concerned.

3. CABLE LAYING

3.1 General

3.1.1 The Contractor must satisfy the Council appointed representative that they are competent to lay the cables specified, and must have had previous experience of cable laying. Contractors must state in schedule (F) that they are competent in the handling and laying of special cables such as fiber optic and co-axial cable. Should their experience be nil, then this must be stated.

3.1.2 The Contractor shall commence cable laying operations by arrangement with the Council appointed representative as soon as possible, after the arrival of the cable on site.

3.2 Cables Laid Direct in the Ground

3.2.1 Before any cables are laid, trenches shall be inspected thoroughly to ensure that they are free from all objects likely to damage the cable either during or after cable laying operations.

3.2.2 The method of laying cables shall be approved and in accordance with AACRA Electricity's Underground Cables Code of Practice.

3.2.3 The Contractor shall lay the cables direct in the ground in accordance to Standards Engineering Specification Part DB Earthworks for Pipes and Trenches -except where ducts, tunnels, or pipes are provided, and unless instructed to the contrary by the Council appointed representative.

3.2.4 The depth at which cables are laid in the ground shall be as stated in the AACRA Electricity's Underground Cables Code of Practice Section 11.1. Any variations from the specified depth shall be subject to prior approval by the Council appointed representative.

3.3 Cables Laid in pipes

3.3.1 Where cables are to be laid under or along a railway line, the Contractor shall ensure that this work is carried out in accordance with AACRA Electricity's Underground cables Code of Practice.

3.3.2 The Contractor shall ensure that all cable pipes are sound and free from grit before drawing cables therein.

4. CABLE PIPES

- 4.1 Cable pipes, where required, will be supplied by the contractor and laid and joined in an approved manner by the Contractor.
- 4.2 After the cable pipes have been laid, they shall be thoroughly cleaned internally and the ends sealed and ends sealed in an approved manner.
- 4.3 Traffic Signal Cable Stripping Terminations in the Traffic Signal Poles
- 4.3.1 The cables to be terminated can be 2 cores,4 cores,8 cores,12 cores,24 cores,27 cores,37 cores or a combination of each.
- 4.3.2 The cables shall be terminated in accordance with a specification sheet that contains the phase a
- 4.3.3 Allocation for the intersection.
- 4.3.4 The terminations shall be made on 20A strip connectors that that shall be mounted in each traffic signal pole top.
- 4.3.5 The strip connectors shall be mounted to the satisfaction of the Council appointed representative.
- 4.3.6 The cables shall be terminated in the following manner:
- i) The traffic phases followed by the pedestrian phases used on the relevant.
 - ii) A space is to be left between the pedestrian phase and the connection of the push button common.
 - iii) Connect push button common followed by push button core in use on relevant pole, directly followed by other push button cores, followed by traffic and pedestrian phases not used on the pole in question.
- 4.3.7 There shall be at least 1 meter slack on the traffic signal cable, measured from the bottom of the cover plate .in each pole to allow for termination.
- 4.3.8 The ECC's shall be twisted together. These are then connected to an appropriate eye lug that shall be bolted to the traffic signal pole by means of a galvanized gutter.
- 4.3.9 Should no ECC's be available on the cable at least 3 strands of the galvanized armoring shall be connected as in 4.3.7 above.
- 4.3.10 All cable shall be tightly connected.
- 4.4 In the controller
- 4.5 All cables and metallic parts are to be bonded together ,to the satisfaction of the

Council appointed representative, and connected to the supplier's earth terminal or to an earth spike or both.

- 46 All cables shall be secured and terminated according to the specification sheet for the intersection .The allocation may vary depending on the number of phases required in the layout.

5. COVERING, BACK -FILLING AND REINSTATEMANT

- 51 Filling in of trenches shall not be commenced until the Council appointed representative has inspected and approved the cables on site. Such inspection shall not be unreasonably delayed.
- 52 Where, in the opinion of the Council appointed representative, soil on site is unsuitable for riddling or back-filling, the Contractor shall arrange for the importation of material approved by the Council appointed representative.

6. INSTALLATION GENERAL

- 6.1 Prior to the commencement of installation, the Council appointed representative shall arrange to meet the Contractor on site in order to confirm the relevant details indicated in the following clauses.

6.2 Pole and Concrete Base Installation

- 6.2.1 The exact pole positions shall be marked on site by the Council appointed representative.
- 6.2.2 The Council appointed representative shall advice the Contractor of the required orientation of poles during the site visit.
- 6.2.3 Before installation, standard poles shall be checked.
- 6.2.4 Standard poles shall be buried to a depth of approximately 900mm, plumbed and the backfill tightly compacted with not more than 150mm depth of backfill being applied between successive stages of compaction.
- 6.2.5 Where long outreach poles are specified on the relevant drawings, the Contractor shall construct the necessary concrete bases. Bolt cages, washers, bolts, etc. will be supplied by the contractor.
- 6.2.6 Dimensions of concrete bases shall be as follows for the various lengths of outreach of the poles:-

Outreach Length(mm)	Base Width	Base Depth	Base Length
4.500	1,000	1,000	1,000

6.2.7 The Contractor shall advise the Council appointed representative when excavation for concrete bases has been completed and bolt cages and cable ducts for feed cables have been positioned in order that the Council appointed representative may arrange an inspection prior to pouring of any concrete. The Contractor shall be responsible for the provision of any shuttering if required and for the compaction of soil below and around the foundation if necessary.

6.2.8 Note that the bolt cages shall be so positioned that the uppermost ends of the bolts are at least 25mm below the intended finished level of the pavement immediately adjacent to the base of the pole.

The Contractor shall also ensure that the outreach section of the pole is erected perpendicular to the direction of the carriageway beneath it.

6.2.9 The Contractor shall ensure that the upper level of the concrete foundation is at least 10mm above the flat bar strips immediately below the threaded section of the bolt cage.

6.2.10 Concrete used shall comply with the following:-

- i) Concrete shall have a crushing strength of 35 MPA (vibrated)
- ii) Aggregate shall not be less than 26mm

6.2.11 If any underground services pass through the excavation for the base, the Contractor shall supply and install suitable split PVC ducts which shall be adequately secured prior to pouring of concrete.

6.2.12 While concrete is being poured, it shall be vibrated using a suitable mechanical device.

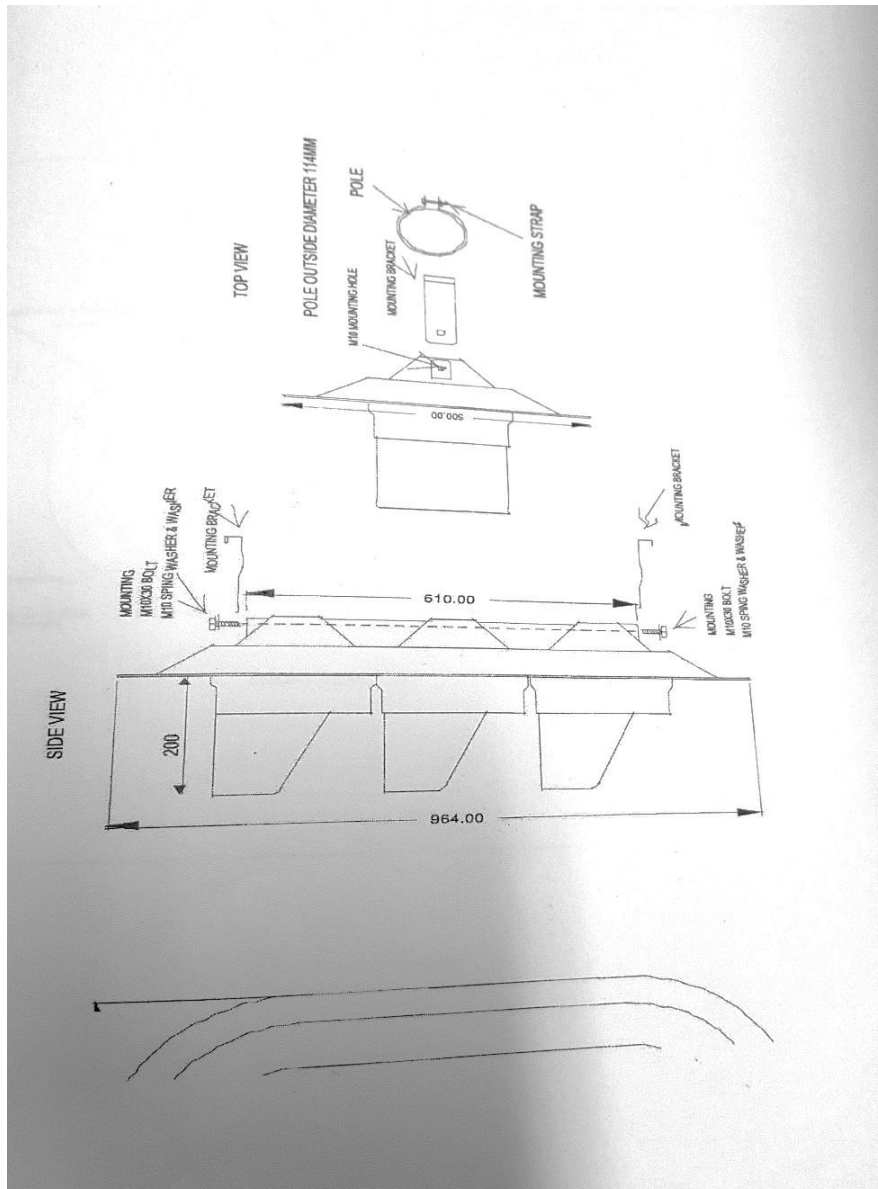
6.2.13 Before placement of the pole on the concrete base, the Contractor shall thread one nut followed by one washer onto each of the holding down bolts. The upper surface of each of the washers shall be adjusted to the same level. The pole shall then be placed with its base plate over the bolt cage and resting on the leveled washers. A second washer, followed by two further nuts shall then be placed on each holding down bolt. The Contractor shall ensure that all nuts are tightened to an acceptable torque value.

ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES

CONTRACT NO PS __ /2024

SUPPLY AND MAINTENANCE OF ROBOT HEADS AND BACK CAMERA

1. Robot Heads

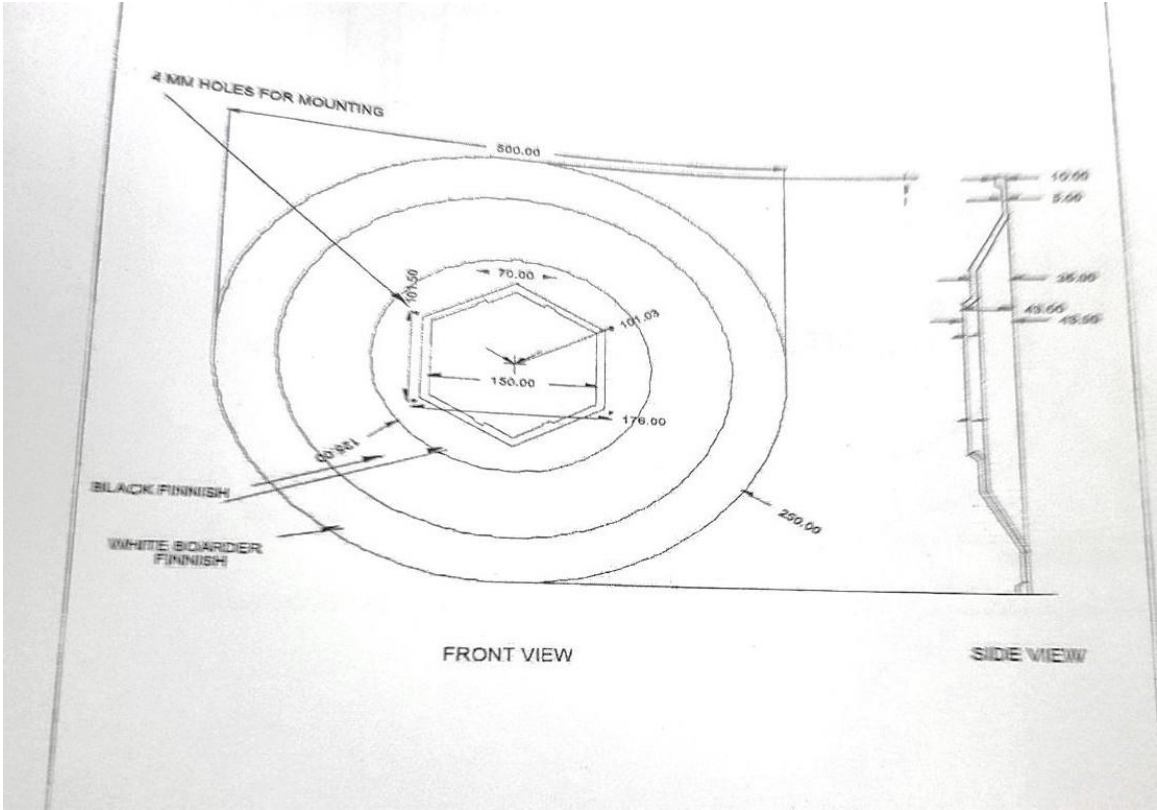


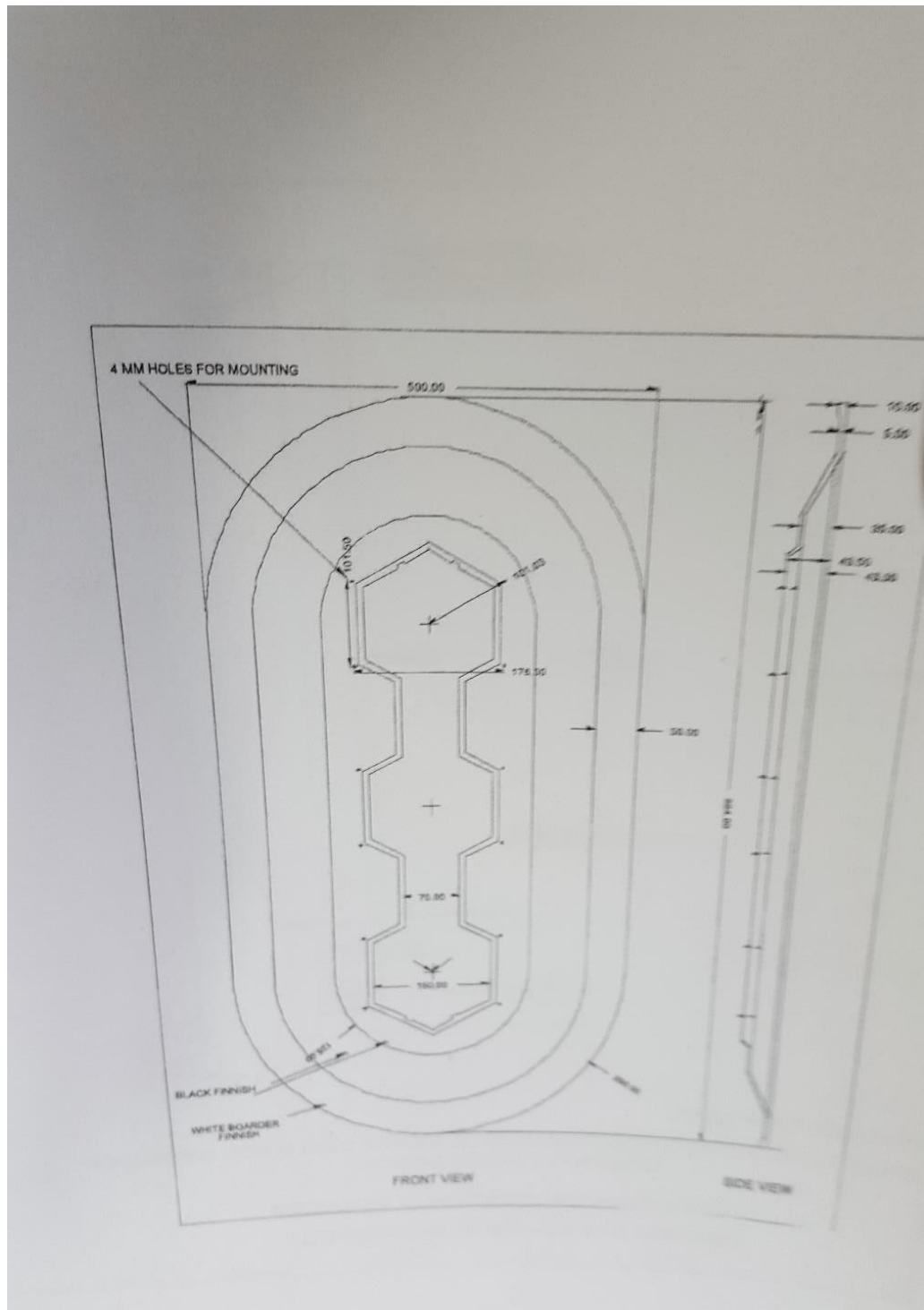
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SERVICES

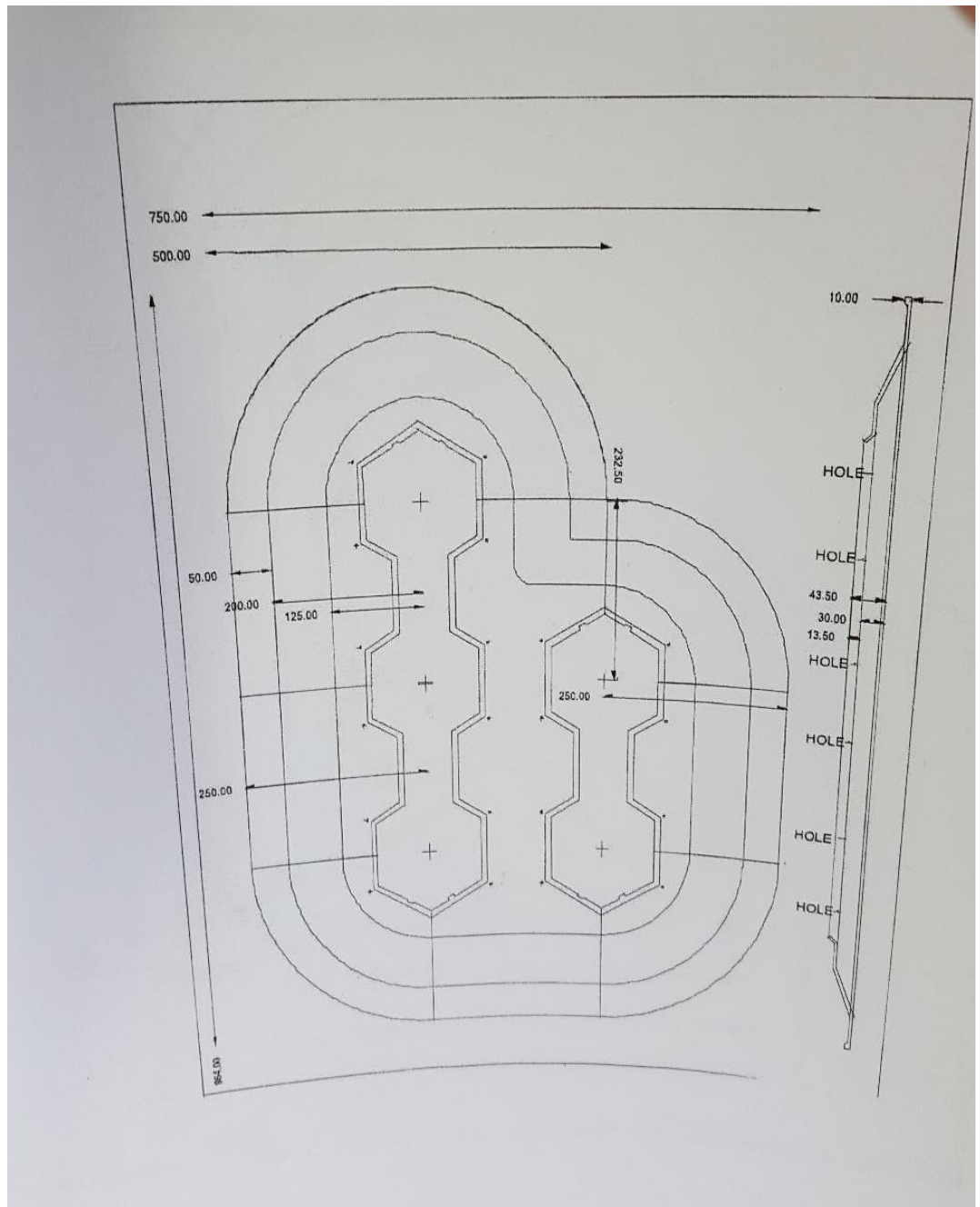
CONTRACT NO PS 03/2024

SUPPLY AND MAINTENANCE OF ROBOT HEADS AND BACK CAMERAS

2.BACKING BOARDS





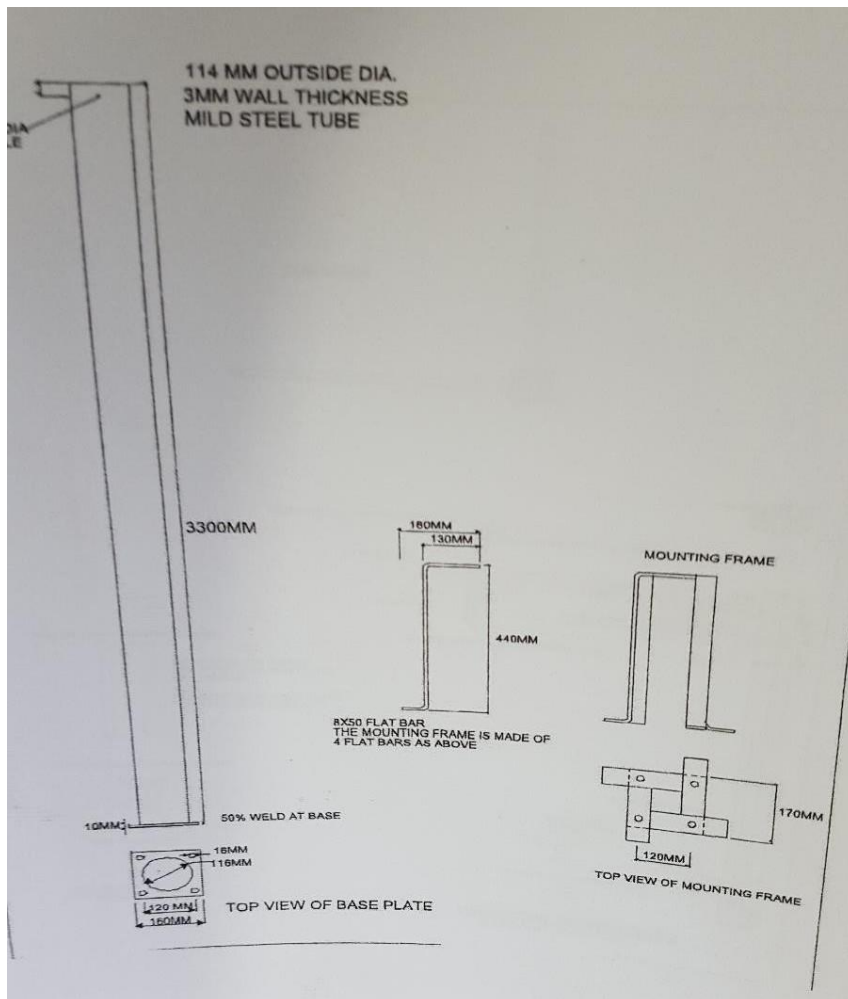


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SERVICES

CONTRACT NO PS 03/2024

SUPPLY AND MAINTENANCE OF ROBOT HEADS AND BACK CAMERAS

3. STANDARD POLES & BASE

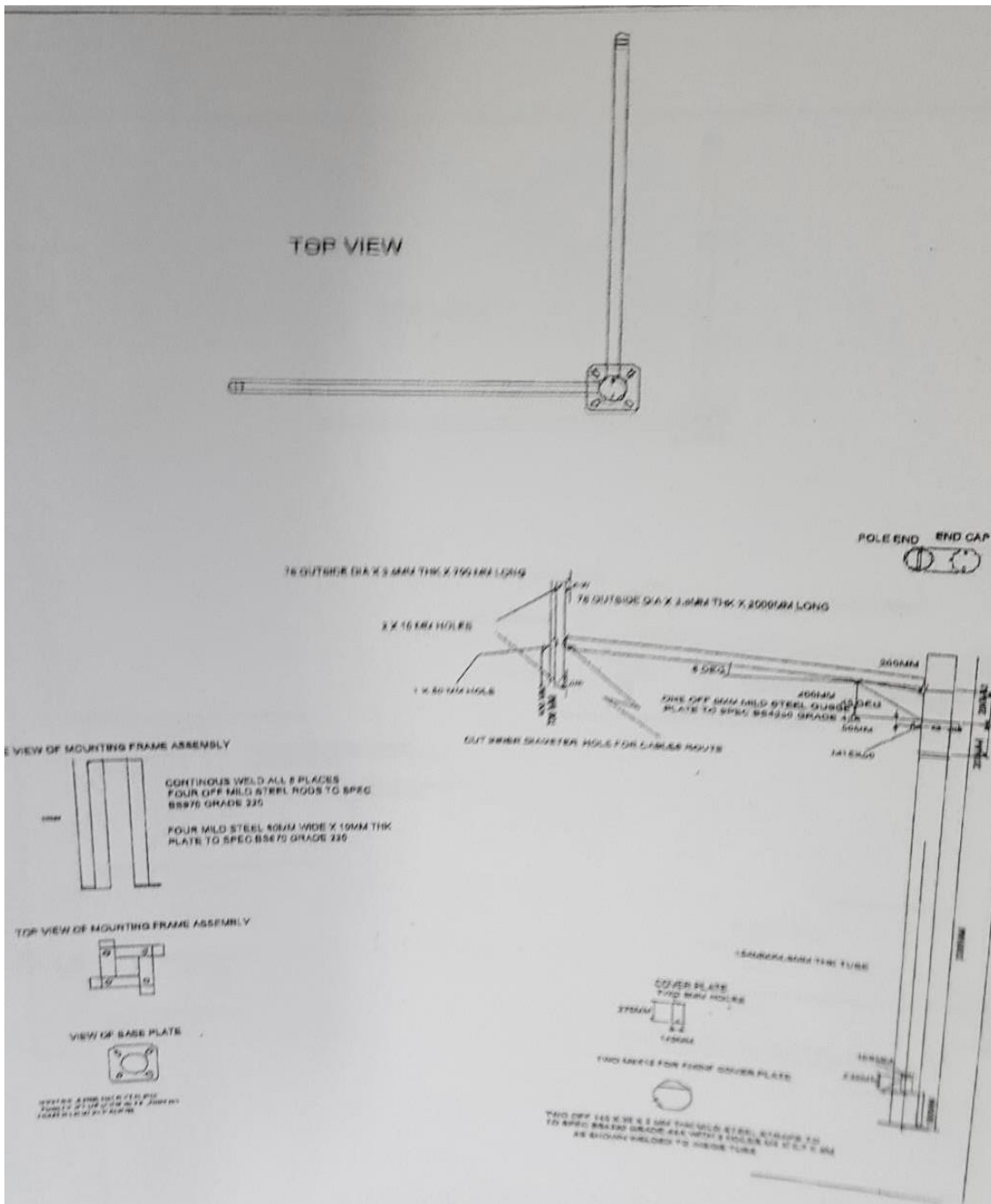


**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO PS 03 /2024

**SUPPLY AND MAINTENANCE OF ROBOT HEADS AND BACK
CAMERAS**

4.VERTICAL POLE



ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
EMERGENCY SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC
SIGNALS & MAINTENANCE FOR A PERIOD OF
THREE (3) YEARS**

**FORMS TO BE COMPLETED BY THE
BIDDER**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: CLOSING DATE: CLOSING TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

**ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES**

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.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
3.	Required by:	.....
-	At:	.....
		
4.	Brand and Model	.....
5.	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
6.	If not to specification, indicate deviation(s)	.....
7.	Period required for delivery	.....	*Delivery: Firm/Not firm
8.	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

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

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

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

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

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY
SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC
SIGNALS & MAINTENANCE FOR A PERIOD
OF THREE (3) YEARS**

PROCUREMENT DOCUMENTS

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that,

if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 4. Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Filled in task directive/proposal;
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 Declaration of interest;
 Declaration of Bidder's past SCM practices; Certificate of Independent Bid Determination; Special Conditions of Contract; General Conditions of Contract; and Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.	.....
2.	.....
DATE:	

**CONTRACT FORM - RENDERING OF
SERVICES PART 2 (TO BE FILLED IN BY THE
PURCHASER)**

I..... in my capacity as.....
accept your bid under reference number dated..... for the rendering of services in-
dictated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DATE:

MBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- (i) This Municipal Bidding Document must form part of all bids invited.
- (ii) 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.
- (iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:
1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 2. been convicted for fraud or corruption during the past five years;
 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (iv) **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes	No
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

respect: I certify, on behalf of: _____ that:

(Name of Bidder)

- 9.1. I have read and I understand the contents of this Certificate;
- 9.2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 9.3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 9.4. 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;
- 9.5. 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

MBD 9

9.6. 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.

9.7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- 2.12. prices;
- 2.13. 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.

9.8 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.

9.9 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

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address _____

Street Address _____

Telephone Number Code _____ Number _____

Cellphone Number _____

Facsimile Number Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax

Reference Number: _____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for
the Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: ALFRED DUMA LOCAL MUNICIPALITY
DEPARTMENT: DEPARTMENT BUDGET AND TREASURY
CONTACT PERSON: MS NF GODO

TEL: 036 637 2231 – EXTENSION 1123
FAX: 036 631 0415

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: MR M SEWPARSAD/ MR T J HLATSHWAYO

TELEPHONE NUMBER: 036 361 1777

EMAIL: msewparsad@alfredduma.gov.za and
tjhlatshtwayo@alfredduma.gov.za

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
EMERGENCY SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC
SIGNALS & MAINTENANCE FOR A PERIOD
OF THREE (3) YEARS**

PRICING

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND EMERGENCY SERVICES
CONTRACT NO PS 03/2024: INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND EQUIPMENT
ASSOCIATED WITH TRAFFIC SIGNALS & MAINTENANCE**

NOTE:

NO.	DESCRIPTION	Year 1 Price incl. vat	Year 2 Price incl. vat	Year 3 Price incl. vat
1	Mini-Overhead pole as per diagram supplied – Galvanized			
2	4 m standard traffic pole with base as per diagram – Galvanized			
3	Overhead traffic pole as per spec supplied – Galvanized			
4	3 Aspect LED traffic light incl. of back board			
5	3 Aspect back board			
6	5 Aspect LED traffic light incl. of back boards			
7	5 Aspect Back Boards			
8	1 Aspect LED traffic light (Red Arrow) incl. of B/Boards			
9	2 Aspect pedestrian head as per spec supplied			
10	ATC 4 phase driver card for Traffic Robot controller			
11	Universal sun visors			
12	Red Light Upgrade kit			
13	Amber Light Upgrade kit			
14	Green light upgrade kit			
15	Pole termination cap			
16	Pedestrian push button			

17	Single lane vehicle sensor			
18	Dual lane vehicle sensor			
19	Pigtail to Controller – per meter			
20	12 Phase robot controller			
21	6 Phase robot controller			
22	4 Phase robot controller			
23	Flasher Unit for Traffic Robot controller			
24	Fault monitoring module for Traffic Robot controller			
25	24V Power supply for Traffic Robot controller			
26	12V Power supply for Traffic Robot controller			
27	11 Pin Dinrail detector for PLC controller for loops			
28	Euro type ped detector Traffic Robot controller			
29	Euro type loop detector Traffic Robot controller			
30	General purpose input/output card for Traffic Robot controller			
31	Conflict monitors for Traffic Robot controller			
32	Red LED pedestrian upgrade kit			
33	Green LED pedestrian upgrade kit			
34	Green LED flashing arrow upgrade kit			
35	Ambor LED flashing arrow upgrade kit			
36	Labour and travel per/hour			
37	Installing of ducting per linear metre			
38	Labour overhead knockdown			
39	Labour mini-overhead knockdown			
40	Labour standard pole knockdown			
41	Labour for trenching and backfill per linear metre			
42	Labour installation of push button			
43	Labour for cable joint per 2 core cable joint			
44	Labour for cable joint 19 cable joint			
45	Labour for cable joint per 27 core cable per linear metre			

46	Cable laying and termination for 2 core cable per linear metre			
47	Cable laying and termination for 19 core cable per linear metre			
48	Cable laying and termination for 27 core cable per linear metre			
49	6mm copper wire per linear metre			
50	Installation of earth spikes			
51	Cable jointing kit 2 core			
52	Cable jointing kit 19 core			
53	Cable jointing kit 27 core			
54	Cut loop and laying of core cable			
55	Robot programming			
56	Traffic Remote Management System			
57	Solar Driver Cards			
58	230V AC Dual flasher			
59	Driver Card Fuses			
60	Power Relay 12 A-250V, 24V DC			
61	Flasher Relay – 10A-250V, 24V			
62	MX Standard System processor Module			
63	MX System processor Module with LCD Touch Screen			
64	MX Standard Service Module			
65	MX 4 Phase Output Module			
66	GPS Time set Module Incl. Antenna			
67	MX Standard Cabinet Assembly with Mounting Pole			
68	Vehicle Wireless Detectors - Magnetometers			
69	Wireless Access Point - Receiver with Battery Pack			
70	Sensor Interface Module for Traffic Controller Inputs			
71	Antenna with Mounting Pole			
72	Wireless Sensor Management Software			
73	Wireless Trafficcam or Equivalent – Wide Angle			
74	Wireless Trafficcam or Equivalent – Narrow Angle			

75	Controller Interface Card			
76	Base Station and Antenna			
77	Set up and Calibration Software			
78	Industrial Router			

ALFRED DUMA LOCAL MUNICIPALITY

**DEPARTMENT PUBLIC SAFETY AND
EMERGENCY SERVICES**

CONTRACT NO PS 03/2024

**INSTALLATION AND TERMINATION OF
UNDERGROUND ELECTRICAL CABLE AND
EQUIPMENT ASSOCIATED WITH TRAFFIC
SIGNALS & MAINTENANCE FOR A PERIOD
OF THREE (3) YEARS**

CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Closing/Bid Submission at 11:00		
3	Returnable documents completed		
4	Form of bid completed		
5	Original Tax Clearance Certificate attached		
6	Original valid B-BBEE Status Level Verification Certificates or certified copies		
7	Pricing Scheduled completed		
8	Preferential points Claimed		
9	Pre-Qualifications completed		
10	All witnesses signed where it is required		
11	Bid Declaration with regard to Equity completed		
12	Particulars of Bidders completed		
13	Bid Declaration of Interest completed		
14	Contract Form MBD form 7.2 completed		
15	Declaration of Bidders past SCM Practice MBD Form 8 completed		
16	Certificate of Independent Bid Determination MBD Form 9 completed		
17	Pricing Schedule		
18	Audited 3 year Financial statements attached		