

MATJHABENG LOCAL MUNICIPALITY



BID DOCUMENT

TENDER NUMBER: RFP/01/2024-25

**THE PROVISION OF A TURNKEY TRAFFIC LAW
ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT,
BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND
SERVICES FOR A PERIOD OF THREE (3) YEARS**

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Wednesday 12 February 2025

Time: 14:00

Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460

BIDDING RELATED ENQUIRIES	TECHNICAL ENQUIRIES
Finance Dept.: Supply Chain Management Unit Matjhabeng LM Mr. L Sebatane Tel: 057 391 3911 E-mail: lesibos@matjhabeng.co.za	Community Services & Public Safety Dept.: Fleet Unit Matjhabeng LM Adv. LS Williams Van Wyk Tel: 063 680 0691 E-mail: lauretta.williams@matjhabeng.co.za

NAME OF BIDDER* :

PHYSICAL ADDRESS* :

:

:

PHONE NUMBER(S)* :

E-MAIL* :

CSD REG NO* :

B-BBEE LEVEL OF CONTRIBUTION* :

TOTAL BIDDING PRICE (VAT INCL.)* :

Sealed and clearly marked bids must be placed in the Bid Box at the Municipal Offices, **Municipal Civic Centre, 319 Stateway, Welkom** not later than **14:00 pm** of the closing date.

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PART 1

PART 1.1: INVITATION TO TENDER

BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA APPLICABLE	PRICE (NON-REFUNDABLE)	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
RFP/01/2024-25	THE PROVISION OF A TURNKEY TRAFFIC LAW ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND SERVICES FOR A PERIOD OF THREE (3) YEARS	1. MANDATORY 2. FUNCTIONALITY 3. 80/20 OR 90/10 FOR PRICE & SPECIFIC GOALS (CRITERIA INSIDE THE TENDER DOCUMENT)	DOWNLOADABLE FOR FREE ON E-TENDER PORTAL OR PRINTED DOCUMENT AVAILABLE AT THE MUNICIPAL MAIN BUILDING AT R600,00 (SEE ADDRESS BELOW)	N/A	ADV. LS WILLIAMS VAN WYK TEL: 063 680 0691 EMAIL: LAURETTA.WILLIAMS@MATJHABENG.CO.ZA	12/02/2025 WEDNESDAY 14:00

All SCM related enquiries must be directed: Lesibo Sebatane 057 391 3911 (lesibos@matjhabeng.co.za) or Sylvia Malgas 057 391 3911 (sylvia.malgas@matjhabeng.co.za)	PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE PAYMENTS CAN BE MADE AT THE CASHIERS <ul style="list-style-type: none"> Welkom Offices 	ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT: ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005, REF: TENDER NUMBER
	DOCUMENTS CAN BE <u>COLLECTED</u> AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 108 C/O RYK AND STATEWAY STREET WELKOM 9460	ALL TENDER DOCUMENTS TO BE <u>SUBMITTED</u> AT: MATJHABENG LOCAL MUNICIPALITY IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES C/O RYK AND STATEWAY STREET CIVIC CENTRE WELKOM 9460
<u>AVAILABILITY OF DOCUMENTS:</u> IMMEDIATELY		

PLEASE NOTE:

1. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective **2. No bid(s) will be accepted from a person in the service of the state** **3.** The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils **4.** The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders **5.** Matjhabeng Local Municipality reserves the right to appoint or not appoint **6.** Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied **7.** In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

Acting - Municipal Manager
Mr. T Panyani

PART 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.2.4 Cost of Tender Documents

Downloadable for free on the municipal website or e-tender portal or printed document available at the municipal main building at R600,00.

1.2.5 Registration on Central Supplier Database

The Municipality may award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed truly and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing and re-arranged pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Compliance Status Letter and PIN

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website may accompany the bid documents. The onus is on

the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member may submit a separate Tax Compliance Status Letter and PIN, obtainable from the SARS offices or printed from the SARS website, with the bid documents. The onus is on the bidders to ensure that their tax matters with SARS are in order.

(c) The Tax Compliance Status PIN will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

(a) When applicable, the bidder's CIDB registration certificate must be included with the tender, failure to provide the required CIDB Certificate will disqualify the bid.

(b) In case of a Consortium/Joint Venture a Consolidated CIDB certificate must be attached, failure to do so will disqualify the bid.

(c) The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A copy of the bidders municipal account (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the bidder, the bid will be disqualified.

(b) Any bidder who is in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three (3) months before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges.

(d) In the case of a Consortium/Joint Venture all bidders must submit municipal accounts or lease agreements, failure to do so will disqualify the bid.

1.2.9 Authorized Signatory

(a) A copy of the recorded resolution taken by the board of directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the bid document on submission time.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the resolution does not accompany the bid document of the successful bidder, the bid will be disqualified

1.2.10 Site/Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such item to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Matjhabeng Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Matjhabeng Local Municipality, it should do so in writing to the Matjhabeng Local Municipality. Any effort by the firm to influence the Matjhabeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

The criteria of evaluation will be in three stages as listed below:

- Stage 1 : Administrative compliance
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Preference Evaluation

Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

1. Certificate of authority for signatory in the Company Letterhead.
2. Joint Venture (JV) Agreement/Disclosure (if applicable).
3. Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
ID copy(s) certification must not be older than three (3) months.
4. Municipal Account for the month preceding the tender closure date of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that the rental includes their municipal rates and taxes and other municipal service charges. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
5. Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
6. A letter of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).
7. If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years.
8. Time and Frequency Calibration Laboratory Certificate in terms of Section 22 (b) of the Accreditation for Confirmatory Assessment, Calibration Good Laboratory Act of 2006 (must attach original/certified copy of ISO 17025: 2017 Certificate, registered in the name of the bidder).
9. Product Test Certificate issued for Road Traffic Law Enforcement System (SANS 1795 Certificate) of the machine which will be supplied (must attach original/certified copy of the Traffic Law Enforcement System i.e. SANS 1795 as proof).
10. All MBD forms, Declaration and Contract Form in the tender document duly completed and signed.
11. COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.

Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of **total 65 points** out of **maximum 100 points** for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
1	Experience of the bidder	30
2	Camera Equipment	20
3	ANPR Vehicles	20
4	Personnel (Staffing)	20
5	Financial Capacity	10
TOTAL		100

(i) EXPERIENCE OF THE BIDDER (30 POINTS)

The bidder must submit similar (provision of a turnkey traffic law enforcement system, including camera equipment, back-office systems and related equipment and services) appointment letters with reference letters [both appointment letter(s) and reference letters must be attached].. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATION
Three (3) or more similar appointment letter(s) and/or order(s) together with reference letter(s) of R 300 000,00 or more each	30
Two (2) appointment letter(s) and/or order(s) together with reference letter(s) of R 300 000,00 or more each	20
One (1) appointment letter(s) and/or order(s) together with reference letter(s) of R 300 000,00 or more each	10
Bidder has submitted no information or inadequate information to determine scoring levels	00

ii) CAMERA EQUIPMENT (20 POINTS)

The Bidder must submit proof of number of Fixed and Mobile Cameras supplied and currently utilized by clients. The specifications of the cameras must be equivalent to those in the tender document. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATIONS
Greater than (>) twenty (20)	20
10 - 20	10
Less than (<) ten (10)	00
Bidder has submitted no information or inadequate information to determine scoring levels	00

(iii) ANPR VEHICLES (20 POINTS)

The bidder must submit proof of number of Automatic Number Plate Recognition (ANPR) Vehicles or Roadblock Busses. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATIONS
Greater than (>) five (5)	20
Three (3) – four (4)	10
Less than (<) three (3)	00
Bidder has submitted no information or inadequate information to determine scoring levels	00

(iv) PERSONNEL (STAFFING) (20 POINTS)

The Bidder must submit copies of CVs and certified certificates of key personnel. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATIONS
<u>Project Manager</u> - Minimum NQF Level 6 in Project Management or equivalent with at least three (3) years' experience in Traffic Management/Solutions plus other additional five (5) staff members = 20 Points	20

<u>Project Manager</u> - Minimum NQF Level 6 in Project Management or equivalent with at least three (3) years' experience in Traffic Management/Solutions plus other additional staff members between one (1) to four (4) = <u>10 Points</u>	
Bidder has submitted no information or inadequate information to determine scoring levels	00

(v) FINANCIAL CAPACITY (10 POINTS)

The bidder must attach proof of Available Capital. Bidders to attach Company Bank Statements/Proof of Availability of funds not older than 1 month from tender closing date. Points will be allocated as follows:

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted positive balance in the business bank account of \geq (greater or equal to) R 300 000	10
Bidder has submitted positive balance in the business bank account of $<$ (less than) R 300 000	00
Bidder has submitted no information or inadequate information to determine scoring levels	00

THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS.

Price and Preference Evaluation

Financial Offer and Preference Evaluation (80/20) or (90/10)

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022.

The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where:

P_s = Points scored for price of tender under consideration.

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where:

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

- a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:

10 points – BBBEE status level

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
1	10	05
2	08	04
3	06	03
4	04	02
5	02	01
6	02	01
7	02	01
8	02	01
Non-compliant contributor	00	00

- (1) A Bidder must submit proof of its B-BBEE status level of contributor.
- (2) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :
- (a) may only score points out of 80 for price and 10 points for locality; and
 - (b) scores 0 points out of 10 points for B-BBEE.

10 points – Locality

LOCAL AREA	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
Within the boundaries of the Municipality	10	05
Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	06	03
Within the boundaries of Free State Province	04	02
Outside of the boundaries of Free State Province	00	00
No information or inadequate information submitted to determine scoring level	00	00

(3) 10 points of the 20 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.

(4) The points scored by a Bidder on specific goals must be added to the points scored for price.

(5) The points scored will be rounded off to the nearest two decimal places.

(6) The contract will be awarded to the tenderer scoring the highest points

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

(a) The successful bidder will be expected to sign the agreement in Part 6 of this bid document. The signing of both Parts of Part 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees

- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality because of the award of the contract.

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of B-BBEE certificates:

1. If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

2. If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black

shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

3. If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Negotiations

Should the tender prices be higher than the available funds of the Matjhabeng Local Municipality, the Matjhabeng Local Municipality reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

1.2.29 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;

(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.

(c) All members of the Joint venture must submit, with the bid documents:

- a valid tax compliance status letter and SARS tax PIN, individually;
- certified company registration documents, individually;
- proof of CSD not older than three (3) months, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in pages 82-84.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. L Sebatane/ Ms. S Malgas both at telephone 057 391 3911 or e-mail at lesibos@matjhabeng.co.za or sylvia.malgas@matjhabeng.co.za

1.3: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered 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 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 labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that 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 service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all 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 conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and 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 inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The 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 analyses**
- 8.1 All pre-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 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 contract 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 cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 (i) the name and address of the supplier and / or person restricted by the purchaser;
 (ii) the date of commencement of the restriction
 (iii) the period of restriction; and
 (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or

- persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 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 any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier regarding 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 obligation 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.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescriptions of the contract.
- 28. Limitation of Liability**
- 28.1 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.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a 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.
- 31.2 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.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must

- 32.4 have certified that the tax matters of the preferred bidder are in order.
No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
34.1 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.
- 35. 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.

PART 2

PART 2.1: SPECIFICATIONS

THE PROVISION OF A TURNKEY TRAFFIC LAW ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND SERVICES FOR A PERIOD OF THREE (3) YEARS

TERMS OF REFERENCE

1. BACKGROUND

- 1.1 Matjhabeng Local Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, back-office systems and related services for a period of 3 years.
- 1.2 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed violations at fixed and mobile sites. For a minimum of ten (10) fixed camera systems and maximum fifteen (15) fixed camera sites, a minimum of five (5) License Plate Recognition (LPR) cameras may be called for by the Municipality, while the number of mobile/semi fixed camera systems to be provided is four (4). The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications.
- 1.3 The required services will furthermore include the supply, installation and maintenance of digital camera systems to enforce speed violations at mobile sites on the N1 highway Ventersburg. That four (4) mobile camera sites may be called for by the Municipality, as approved by the Director of Public Prosecution. The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications.
- 1.4 The Municipality requires a traffic contravention system and full back-office services for the processing of all cameras generated and handwritten traffic fines (Sec 56 and 341). This will encompass the full life-cycle of a traffic fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized (summons paid, warrant of arrest paid or warrant of arrest expired). The Traffic Contravention System should be able to integrate with other Traffic Contravention Systems, should there be any.
- 1.5 The Tenderer will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capacity to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. (this will be done by checking with Municipalities that the Tenderer have worked with, and measures will be in place that will monitor the Tenderer through the duration of the contract with the option to terminate)
- 1.6 The Tenderer will be expected to process all new cases taken from the commencement date of the contract. The unfinalized fines in the Municipality's current service provider system will remain the responsibility of the previous Tenderer.

1.7 The system(s) and the Tenderer system will work in parallel during the time it takes for the current system(s) to “run dry”. This period will be for a period of maximum of 6 months within the three year period. During the dry run period no new fines will be issued and captured. All fines that were captured, but not concluded before 14 working days after concluding the Service Level Agreement will be dealt with during the “run dry period” until the end date of the “run dry period”. All information on the system stays the property of Matjhabeng Local Municipality and will always have access to such information.

1.8 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Free State Province before or during the period of the tender, the Tenderer will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP"s). As prescribed, the Tenderer will have to process AARTO infringements directly on the National Contravention Register (NCR) whilst, at the same time, concluding all non-AARTO cases on the Tenderer's own system. A separate section of these tender deals specifically with deliverables should the AARTO Act come into effect in the Free State Province.

1.9 For non-AARTO related obligations the Municipality will pay the Tenderer an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the Tenderer. The monthly service fee will be based on a set fee for every fine payment recorded on the Tenderer system during the month regardless of how many charges are included in the fine (As per mutual agreement) The Municipality will not pay a fee for cases which are withdrawn. Tenderers are required to tender a firm unconditional price for the set fee.

1.10 For AARTO related obligations the Municipality will pay the Tenderer an all-inclusive fee based on the number of AARTO infringements successfully captured or uploaded into the NCR. In addition, the Tenderer will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay them for any printing and posting of AARTO related documents on behalf of the Municipality. The Tenderer will be responsible for all the monthly SAPO expenses incurred.

(All-inclusive fee and other disbursements applicable will only be negotiated, if AARTO Act is to be implemented in the Free State Province).

Supply the Municipality with one portable system capable of remote access to the Tenderer contravention system, Natis, SAPS, or any other data base required by the Municipality. The portable system should be capable of accessing the required databases on a wireless, live and real time basis. A printer should form part of the portable system for producing copies of scanned warrants of arrest. All Telecommunication cost needed for abovementioned devices must be included in the Tenderer's cost. The Municipality network will not be utilized for the devices.

Note: Such system will remain the property of the Service Provider after the expiry of the contract.

- a. The Municipality further needs one (1) portable unit capable of remotely connecting to the Tenderer system and producing copies of warrants of arrests at the roadside.
- b. The Tenderer shall be liable to ensure that all the equipment is sufficiently insured and proof thereof should be provided to the Municipality on a quarterly basis.

Note: Such system will remain the property of the Service Provider after the expiry of the contract.

2. SERVICE LEVEL AGREEMENT

5.1 The Service Provider will be required to enter into a Service Level Agreement with the Matjhabeng Local Municipality which will set out the terms and conditions for the services to be rendered. These terms and conditions will be negotiated once the Service Provider has been appointed. A draft service level agreement may be submitted with the tender.

3. NEGOTIATIONS

6.1 The municipality strictly reserved the right to select another Service Provider if negotiations with the appointed Service Provider prove unsuccessful and/or are unduly delayed.

6.2 A process of final negotiations will commence upon final selection and notification of the Service Provider. Terms and conditions of the Service Level Agreement will be determined during negotiations to compile a comprehensive contract that will govern the relationship between the municipality and the Service Provider, subject to the tender specifications and conditions.

4. PERFORMANCE AND MANAGEMENT

7.1 The Matjhabeng Local Municipality has a Performance Management System where Service Providers are evaluated monthly. The points allocated monthly for the performance range from 1 (poor) to 5 (excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming(s) within said period. If the situation is not rectified, further steps may be taken and the contract may be cancelled.

7.2 Service Providers will be evaluated monthly on the following Key Performance Indicators (KPI's)

7.3 Monthly reports submitted within 7 days after the end of each month

7.4 Rollout of cameras in accordance with time schedule agreed upon

7.5 Back-up services and support systems available

7.6 Monthly inspections of equipment

5. MANDATORY REQUIREMENTS FOR ENFORCEMENT EQUIPMENT (INFOMATION WILL BE USED TO FINALISE THE SLA. FAILURE TO SUPPLY SOME OF THE INFORMATION MAY RESULT IN THE APPOINTMENT LETTER BEING CANCELLED AND SERVICE LEVEL AGREEMENT NOT BEING CONCLUDED)

Please complete the following questions in detail.

The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document.

The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y=YES (fully comply)

N=NO (cannot comply)

1. All Prospective Bidders may comply with all criteria as set out below, otherwise may result in the Appointment Letter being cancelled and Service Level Agreement not being concluded)
These are mandatory requirements and failure to mark a box at a specific question and to fully motivate compliance and provide required proof of compliance will be seen as NO. Mandatory certification requirements:

- I. All enforcement equipment to be provided shall be SANS 1795 compliant and certified as “type approved” will be considered for this tender:
- II. This certification shall be for all equipment to be used for enforcement.
- III. Each set/type of equipment shall have the required SANS 1795 certificate.
- IV. This includes, as a minimum current and valid certificates for the following:
 - 1. Red-light enforcement cameras systems
 - 2. Speed enforcement systems (Point)
 - 3. Average speed (distance over time) enforcement systems.
- V. Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.
- VI. Do you fully comply

Y	N
---	---

9.1 It is mandatory that the system shall use a video camera as the primary image capture device with the following capabilities:

- I. Image capture sensor, 1 inch or greater at a resolution at 3m pixels or more
- II. Video resolution of 720 p HD, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement capture
- III. Minimum of 5 second video buffer for each and every infringement, (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured.
- IV. In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted.
- V. Please submit verification that the equipment can perform in full compliance with this specification or better.
- VI. Do you fully comply:

Y	N
---	---

9.2 It is mandatory that all equipment used for enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.

- I. The number plated of every vehicle passing the enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.

- II. The number plate of every vehicle passing the enforcement location shall be recorded and uploaded to the back office, subject to the accuracy requirements indicated above
- III. Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.
- IV. Please submit verification that the equipment can perform in full compliance with this specification.
- V. Do you fully comply:

Y	N
---	---

9.3 It is mandatory that all equipment used for enforcement is SANS 1975 type approved shall have the following automatic modes of enforcement:

- I. Non-intrusive video based speed enforcement
- II. Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement.
- III. Non-intrusive vehicle classification based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles.
- IV. Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR.
- V. Stop line enforcement with speed and video evidence
- VI. Non-intrusive video based barrier line and yellow lane driving enforcement
- VII. Please attach the current SANS 1795 certificate for this equipment for this specification.
- VIII. Do you fully comply

Y	N
---	---

10 GENERAL INFORMATION TO BE SUPPLIED (INFOMATION WILL BE USED TO FINALISE THE SLA. FAILURE TO SUPPLY SOME OF THE INFORMATION MAY RESULT IN THE APPOINTMENT LETTER BEING CANCELLED AND SERVICE LEVEL AGREEMENT NOT BEING CONCLUDED)

Please complete the following questions in detailed.

The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document. The responses in the response document should be numbered the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y = YES (Can fully comply)

N = NO (Cannot comply)

All Prospective Bidders may comply with all criteria as set out below, otherwise may result in the appointment letter being cancelled and service level agreement not being concluded. These are mandatory requirements and failure to mark a box at a specific question will be seen as NO.

- 10.1 Are you an accredited, certified systems implementer? If yes, please attach a copy of your certificate.

Y	N
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10.2 Describe the extent to which any other software vendor/s will participate in this bid.

10.2.1 Does your organization have experience with organizations with a similar profile to Matjhabeng Local Municipality i.e. City Government or Utilities or Local Government?

Y	N
---	---

11 COMPLIANCE INFORMATION (INFOMATION WILL BE USED TO FINALISE THE SLA. FAILURE TO SUPPLY SOME OF THE INFORMATION MAY RESULT IN THE APPOINTMENT LETTER BEING CANCELLED AND SERVICE LEVEL AGREEMENT NOT BEING CONCLUDED)

The Tenderer shall:

11.1 Perform all its duties under the supervision of the Matjhabeng Local Municipality and in strict compliance with any instruction received from an authorized representative of the Municipality.

Y	N
---	---

11.2 Replace the “contract manager” upon receipt of a written request from Matjhabeng Local Municipality Municipality if the Municipality is dissatisfied with the performance of the “contract manager”.

Y	N
---	---

- 11.3 Acknowledge that Matjhabeng Local Municipality retains ownership of the contents of the Tenderer system's database, including all the images and offence details in respect of each offender and make available to Matjhabeng Local Municipality on re-request any data or images that may be required for any purpose whatsoever and in the format as requested.

Y	N
---	---

- 11.4 Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Matjhabeng Local Municipality, the only reasonable option is to terminate all or part of the contract, Matjhabeng Local Municipality may unilaterally do so after giving the Tenderer one month written notice.

Y	N
---	---

12 TENDER PRICES, PAYMENT AND INVOICING

The Tenderer shall:

- 12.1 tender a set fee per paid fine covering all obligations in terms of this contract except for the AARTO obligations in terms of clause 2.1.1.10 A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine. (this does not include cases which are withdrawn)

Y	N
---	---

The Tenderer shall:

- 12.2 calculate the monthly fee payable by Matjhabeng Local Municipality to the Tenderer by multiplying the number of fine payments recorded on the Tenderer system in the preceding calendar month with the set fee per paid fine and adding value added tax.

Y	N
---	---

- 12.3 submit to the Matjhabeng Local Municipality on or before the 7th day of each calendar month:

- 12.4 a report detailing the fines paid in the preceding calendar month as recorded on the Tenderer system.

Y	N
---	---

- 12.5 a value added tax invoice detailing the fees payable by Matjhabeng Local Municipality to the Tenderer in respect of paid fines.

Y	N
---	---

The Tenderer shall:

- 12.6 tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the Tenderer's obligations in terms of clause 2.1.1.10. (AARTO obligations) of this contract, except for the cost incurred by the Tenderer to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of Matjhabeng Local Municipality, which will be reimbursed separately. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded regardless of how many infringements appear on one infringement notice. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded, regardless of whether the reason for the rejection is within the control of the Tenderer, or not.

Y	N
---	---

- 12.7 acknowledge that Matjhabeng Local Municipality will reimburse the Tenderer in full for the actual cost incurred by the Tenderer to pay SAPO for any printing and posting of infringements, or other AARTO related documents, on behalf of Matjhabeng Local Municipality.

Y	N
---	---

The Tenderer shall:

- 12.8 calculate the monthly fee payable by Matjhabeng Local Municipality to the Tenderer by multiplying the number infringements successfully uploaded or captured into the NCR in the preceding calendar month with the set fee as per clause 1.3.5. above and adding the actual cost incurred by the Tenderer in paying SAPO for printing and postage on behalf of Matjhabeng Local Municipality in the preceding calendar month.

Y	N
---	---

- 12.9 submit to Matjhabeng Local Municipality, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the Tenderer together with proof acceptable to the Municipality substantiating the fees claimed.

Y	N
---	---

12.10 acknowledge that no additional payments for any reason whatsoever will be paid by Matjhabeng Local Municipality to the Tenderer over and above those provided for in clause 1.3.

Y	N
---	---

12.11 The Tenderer shall ensure compatibility will all existing ICT infrastructure.

Y	N
---	---

13 CAMERA SERVICES

13.1 The Tenderer will for purposes of the agreement, as and when directed by Matjhabeng Local Municipality , supply and install up to:

Y	N
---	---

13.2 digital camera systems to record speed violations and ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.

Y	N
---	---

13.3 be able to generate traffic offences for those vehicles exceeding the speed limit.

Y	N
---	---

13.4 must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be a separate system.

Y	N
---	---

13.5 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.

Y	N
---	---

13.6 be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the Natis system in real time when required.

Y	N
---	---

- 13.7 be capable of detecting vehicles that are stolen wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.

Y	N
---	---

- 13.8 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Free State.

Y	N
---	---

- 13.9 As a minimum, all digital camera systems shall be compliant with the following:
following:

SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".

Y	N
---	---

- 13.10 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).

Y	N
---	---

- 13.11 Approval of the Director Public Prosecutions: Free State. Executive Director: Community Services & Law Enforcement who will ensure this & when? Upon each application to DPP

Y	N
---	---

- 13.12 Recommendation by the Senior Manager: Public safety & Transport of Matjhabeng Local Municipality.

Y	N
---	---

- 13.13 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)

Y	N
---	---

13.14 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.

13.15 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.

Y	N
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Y	N
---	---

13.16 Camera systems shall provide illuminating flashes enabling successful night-time operation.

Y	N
---	---

13.17 Camera systems shall be fully protected against vandalism.

Y	N
---	---

13.18 Camera systems shall allow for quick and easy rotation between sites by one person and user friendly set-up procedures.

Y	N
---	---

13.19 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.

Y	N
---	---

13.20 camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.

Y	N
---	---

13.21 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.

Y	N
---	---

13.22 In respect of all camera systems supplied by the Tenderer the tenderer shall use a video camera as the primary image capture device with the following capabilities:

- ✓ Image capture sensor, 1 inch or greater at a resolution at 3m pixels or more
- ✓ Video resolution of 720 p HD, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement capture

- ✓ Minimum of 5 second video buffer for each and every infringement, (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured.
- ✓ In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted.
- ✓ Please submit verification that the equipment can perform in full compliance with this specification or better.

Y	N
---	---

13.23 In respect of all camera systems supplied by the Tenderer the tenderer shall ensure that all equipment used for enforcement is SANS 1975 type approved and shall have the following automatic modes of enforcement:

- I. Non-intrusive video based speed enforcement
- II. Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement.
- III. Non-intrusive vehicle classification based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles.
- IV. Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR.
- V. Stop line enforcement with speed and video evidence
- VI. Non-intrusive video based barrier line and yellow lane driving enforcement
- VII. Please attach the current SANS 1795 certificate for this equipment for these specification.

Y	N
---	---

13.24 prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.

Y	N
---	---

13.25 conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by Matjhabeng Local Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site.

Y	N
---	---

- 13.26 inspect the cameras and ancillary equipment at least once per month with the prior approval of Matjhabeng Local Municipality to ensure that the cameras and ancillary equipment are always in good working order and of neat and well maintained appearance.

Y	N
---	---

- 13.27 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.

Y	N
---	---

- 13.28 repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 working hours of notification from Matjhabeng Local Municipality. Replacement cameras must comply with all requirements in terms of this contract.

Y	N
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- 13.29 calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by Matjhabeng Local Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.

Y	N
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- 13.30 provide on-site field support to the Matjhabeng Local Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.

Y	N
---	---

- 13.31 provide training workshops in the use of the cameras and ancillary equipment to the employees of Matjhabeng Local Municipality as and when required by the Municipality. The Tenderer shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.

Y	N
---	---

- 13.32 take out insurance covering damage or loss for any reason of the Tenderer's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.

Y	N
---	---

- 13.33 establish a processing centre at conveniently located premises within the Matjhabeng Local Municipality Municipal area as agreed to by DM. The Tenderer shall ensure that the processing centre is spacious enough and suitably equipped to serve the needs of the Tenderer as well as the officers of the Municipality who will utilize the processing centre for downloading of images and adjudication of cases.

Y	N
---	---

- 13.34 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.

Y	N
---	---

- 13.35 provide facilities and systems for officers of Matjhabeng Local Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or (please consider revising) reject it as non-prosecutable.

Y	N
---	---

- 13.36 ensure that the Tenderer system “force” each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.

Y	N
---	---

- 13.37 ensure that the Tenderer system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.

Y	N
---	---

- 13.38 provide Matjhabeng Local Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.

Y	N
---	---

- 13.39 provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. Please note: the prior approval of Matjhabeng Local Municipality is required before the electronic payment of fines may be implemented.

Y	N
---	---

- 13.40 make available the images and data to Matjhabeng Local Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.

Y	N
---	---

- 13.41 produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.

Y	N
---	---

- 13.42 upload statistics gathered by the cameras after every session and make the statistics available to Matjhabeng Local Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85th percentile.

Y	N
---	---

- 13.43 Yearly audit of systems (IT audit) and audit report provided to Municipality and allow Auditor General to interact with Auditor of Suppliers as required

Y	N
---	---

14. SERVICE CENTRE SERVICES (Back Office)

14.1 Establishing a Service Centre:

The Tenderer shall:

- 14.1.1 establish a service Centre at a location within Matjhabeng Local Municipal Area and agreed by Matjhabeng Local Municipality.

Y	N
---	---

- 14.1.2 bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.

Y	N
---	---

- 14.1.3 ensure that the service centre is operated by the Tenderer employees during Matjhabeng Local Municipality's normal office hours, or any other hours as may be agreed between the parties.

Y	N
---	---

- 14.1.4 implement measures to ensure that the service centre operations comply with directives of Matjhabeng Local Municipality , the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures(TCSP).

Y	N
---	---

- 14.1.5 allow Matjhabeng Local Municipality to inspect the activities of the service centre at any reasonable time to ensure that the Tenderer is always complying with all terms and conditions of this agreement.

Y	N
---	---

15. STAFFING, SUB – TENDERERS AND AGENTS:

The Tenderer shall:

- 15.1 Appoint at least 60 % residents (of the Matjhabeng Local Municipality Municipal Area as such number of Tenderer employees required by the Tenderer to fulfil its obligations in terms of provisions of this agreement

Y	N
---	---

- 15.2 provide adequate management expertise and supervision in the service centre to effectively manage all its functions.

Y	N
---	---

- 15.3 ensure that all Tenderer employees are suitably qualified and/or trained to perform duties of the Tenderer in terms of this agreement.

Y	N
---	---

- 15.4 take sole responsibility for any sub-Tenderers and agents the Tenderer may appoint to assist in delivering the Tenderer services and acknowledge that the Tenderer remains solely responsible for ensuring that the Tenderer services are rendered in accordance with the terms and conditions of this agreement.

Y	N
---	---

16. HARDWARE, SOFTWARE AND NETWORKING

The Tenderer shall:

- 16.1 provide and operate a Tenderer system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). It is a requirement that the system should be web based with a Microsoft SQL back end or similar.

Y	N
---	---

- 16.2 provide sufficient hardware in the service centre to meet its obligations in terms of this agreement and to operate the Tenderer system at optimal efficiency.

Y	N
---	---

- 16.3 at its own cost, establish and maintain data communication links to the Matjhabeng Local Municipality's Wide Area Network to allow up to twelve of the Municipality's remote workstations to operate on the Tenderer system.

Y	N
---	---

- 16.4 ensure that the hardware supplied by the Tenderer will have sufficient capacity to allow for all the Matjhabeng Local Municipality's remote users connected to the Tenderer system to work simultaneously and at optimal efficiency.

Y	N
---	---

- 16.5 provide sufficient software licenses to Matjhabeng Local Municipality in respect of the Tenderer software for the operation of the Municipality's own work stations linked to the Tenderer system.

Y	N
---	---

- 16.6 provide an on-going program of training for the Client's users of the Tenderer system to ensure that all users are adequately trained to perform their respective functions on the system.

Y	N
---	---

- 16.7 provide Matjhabeng Local Municipality with user manuals for the Tenderer system.

Y	N
---	---

- 16.8 provide proof to the satisfaction of Matjhabeng Local that the Tenderer system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.

Y	N
---	---

- 16.9 provide proof to the satisfaction of Matjhabeng Local Municipality that the Tenderer system is utilized without any major problems in at least one other site in South Africa that is comparable to Matjhabeng Local Municipality in terms of offence volumes processed and complexity of operations.

Y	N
---	---

- 16.10 provide sufficient technical support and expertise in the Free State to ensure that the Tenderer system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the Tenderer system that may be required by Matjhabeng Local Municipality are implemented without delay.

Y	N
---	---

17. FUNCTIONS TO BE PERFORMED BY THE SERVICE CENTRE:

The Tenderer shall:

- 17.1 Use all available means to secure payments timeously

Y	N
---	---

- 17.2 Automatically update the Tenderer system by importing offence records from camera related offences.

Y	N
---	---

- 17.3 provide suitable document scanning equipment at designated Municipal offices to enable scanning of documents and electronic transmission of the scanned images to the Service Centre for data capturing from the images using a document management system. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the Tenderers and Matjhabeng Local Municipality.

Y	N
---	---

- 17.4 Capture the data related to the following within 3 working days of receipt at the Service Centre:

Y	N
---	---

17.4.1 Section 341 notices issued

17.4.2 Section 56 notices issued

17.4.3 Representations received from offenders

17.4.4 Representation results

17.4.5 Court results

17.4.6 Authorization of Warrant of Arrest

17.4.7 Name and address changes

17.4.8 Change of offender detail

17.4.9 Return of Service of summonses

17.4.10 Execution of Warrant of Arrest

- 17.5 establish an interface with the Natis system to automatically obtain name and address details of registered owners of offending vehicles and update the Tenderer system accordingly.

Y	N
---	---

- 17.6 establish an interface with the Natis system that allows enquiries on the ownership particulars of individual vehicles directly on the Natis system.

Y	N
---	---

17.7 generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:

17.8 Section 341 notices (camera mailers) within 30 days of offence date.

Y	N
---	---

17.9 Notification of No Admission of Guilt Offences within 30 days of offence date.

Y	N
---	---

17.10 Notification of Red Light Violation offences within 30 days of offence date.

Y	N
---	---

17.11 Notice Before Summons (2nd notice)

Y	N
---	---

17.12 Warrant of Arrest notices

Y	N
---	---

17.13 Representation acknowledgement letters

Y	N
---	---

17.14 Representation result letters

Y	N
---	---

17.15 General letters

Y	N
---	---

17.16 Any other documentation required for the successful operation of the Service Centre

Y	N
---	---

17.17 ensure that the layout, design and content of any documentation produced by the Tenderer system and sent out to the public the Courts are approved in writing by Matjhabeng Local Municipality before being printed.

Y	N
---	---

17.18 include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.

Y	N
---	---

17.19 generate, print and process the following Court related documentation per Court:

17.19.1 Section 54 Summonses

17.19.2 Court Rolls

17.19.3 Section 341 Control Register

17.19.4 Section 56 Control Register

17.19.5 Section 54 Control Register

17.19.6 Section 341 Spot Fine Register

17.19.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register

17.19.8 Admission of Guilt Register

17.19.9 Contempt of Court Register

17.19.9.1 Warrants of Arrest including “double contempt” warrants of arrest and “bench” warrants of arrest

17.19.10 Warrant of Arrest Register

17.19.11 any other Court related documentation that may be required by the Courts or Matjhabeng Local Municipality.

Y	N
---	---

17.20 prepare daily ‘mail bags’ containing all documentation for dispatch to the Matjhabeng Local Municipality’s offices managing the court administration of the respective Courts.

Y	N
---	---

17.21 provide Matjhabeng Local Municipality with a facility to draw management information and statistics from the Tenderers' system and/or provide the management information and statistics on request. The statistics should include the following:

Y	N
---	---

17.21.1 detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.

Y	N
---	---

17.21.2 Comparison of monthly offence volumes.

Y	N
---	---

17.21.3 Numbers and value of payments received by Matjhabeng Local Municipality and income generated.

Y	N
---	---

17.21.4 A detailed Microsoft Excel listing of the number and value of fines reduced versus the number and value of fines originally issued.

Y	N
---	---

17.21.5 Status of all offences at the various processing stages.

Y	N
---	---

17.21.6 Month by month statistical analysis of offences committed per suburb, ward and sub-council area.

Y	N
---	---

17.21.7 Representation results showing "proceed", "withdrawn", "reduced" separately.

Y	N
---	---

17.21.8 Outstanding representation results.

Y	N
---	---

17.21.9 Officer statistics and productivity.

Y	N
---	---

17.21.10 Detailed analysis of officer errors on handwritten notices.

Y	N
---	---

17.21.11 Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top 50 reports").

Y	N
---	---

17.21.12 Number of first appearances per court per month.

Y	N
---	---

17.21.13 A detailed Microsoft Excel listing of the number and values of cases struck off the roll per court per month.

Y	N
---	---

17.21.14 A detailed Microsoft Excel listing of the numbers and values of withdrawals per court per month.

Y	N
---	---

17.21.15 Number of warrants of arrest authorized per court per month.

Y	N
---	---

17.21.16 Total revenue accrued per court per month.

Y	N
---	---

17.21.17 Number of "double contempt" per court per month.

Y	N
---	---

17.21.18 Number of remanded cases per court per month.

Y	N
---	---

- 17.21.19 A clear distinction must be made between all fines issued, fines paid at Matjhabeng Local Municipality Traffic Section, fines paid at the courts, fines paid directly into the bank account of Matjhabeng Local Municipality as well as fines reduced or withdrawn. There must be different Microsoft Excel files (listings) of each of the before mentioned. These must be provided to Matjhabeng Local Municipality monthly by no later than the 10th working day of the ensuing month.

Y	N
---	---

- 17.21.20 A clear distinction must be made between section 341 and section 56 fines in respect of the information provided as per the previous paragraph.

Y	N
---	---

- 17.21.21 A separate listing of the number and value of provincial fines paid at the Matjhabeng Local Municipality Traffic Section should be provided monthly in Microsoft Excel format.

Y	N
---	---

- 17.21.22 Any other statistics or reporting that may be required by Matjhabeng Local Municipality.

Y	N
---	---

- 17.22 ensure that general housekeeping procedures are established and performed in respect of the Tenderer system including, but not limited to the following:

- 17.22.1 Creating a daily backup of all data and images captured on the Tenderer system to be made available to Matjhabeng Local Municipality on request.

Y	N
---	---

- 17.22.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by Matjhabeng Local Municipality and to be made available to the Municipality on request.

Y	N
---	---

- 17.22.3 Performing system administrator duties such as registering users on the system and assigning user rights.

Y	N
---	---

17.22.4 Performing regular, scheduled history runs to remove redundant data from the system.

Y	N
---	---

17.22.5 General housekeeping and maintenance of the system.

Y	N
---	---

17.23 ensure that the Tenderer system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.

Y	N
---	---

17.24 ensure that the Tenderer system can control which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.

Y	N
---	---

17.25 under no circumstances accept money on behalf of Matjhabeng Local Municipality.

Y	N
---	---

17.26 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorized by the Municipality to do so.

Y	N
---	---

18 SUMMON SERVING

The Tenderer shall:

18.1 ensure that all summonses generated per month are successfully served inside and outside the boundaries of Matjhabeng Local Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality.

Y	N
---	---

18.2 ensure that summonses are issued within 18 months of the date of offence, provided that this period may be extended to a maximum of 24 months where a summons must be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.

Y	N
---	---

- 18.3 Appoint an adequate number of serving agents inside and outside the boundaries of Matjhabeng Local Municipality to serve the summonses generated by the Tenderer system.

Y	N
---	---

- 18.4 ensure that serving agents appointed to serve summonses within the boundaries of Matjhabeng Local Municipality are duly authorized and approved by the Municipality to do so.

Y	N
---	---

- 18.5 ensure that serving agents appointed to serve summonses on behalf of Matjhabeng Local Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so.

Y	N
---	---

- 18.6 pay the fees of the serving agents for summonses served.

Y	N
---	---

- 18.7 ensure that the Tenderer system is capable of registering (please consider revising) all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time.

Y	N
---	---

- 18.8 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law.

Y	N
---	---

- 18.9 administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the Tenderer system.

Y	N
---	---

- 18.10 allow the checking and stamping of summonses by the Municipality's employees as and when necessary and provide a suitable work area within the Service Centre for this purpose.

Y	N
---	---

- 18.11 facilitate and support the serving of summonses by the Municipality's employees at roadblocks, or as and when determined by the Municipality.

Y	N
---	---

- 18.11.1 provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.

Y	N
---	---

19. PAYMENT FACILITIES

The Tenderer shall:

- 19.1 ensure that the Tenderer system is adapted to interface directly with Matjhabeng Local Municipality's Financial system, as well as the systems of any of the Municipality's third party payment agents to allow payment of fines after electronic validation of the fine on the Tenderer system and electronic updating of the Tenderer system with fine payments so taken.

Y	N
---	---

- 19.2 ensure that the Tenderer system is adapted to interface directly with the systems of any of Matjhabeng Local Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the Tenderer system, electronic updating of the Tenderer system with fine payments so taken.

Y	N
---	---

- 19.3 ensure that the adaptation of the Tenderer system as envisaged above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.

Y	N
---	---

- 19.4 provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras as well as on-line payment of fines. Prospective bidders will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities

Y	N
---	---

20. OFFENDER TRACING AND CALL CENTRE

The Tenderer shall:

- 20.1 establish and operate an outbound call centre within the Service Centre which shall be utilized to perform the following functions:

Y	N
---	---

- 20.1.1 Trace offenders with inaccurate address details.

Y	N
---	---

- 20.1.2 Update Tenderer system with change of offender details.

Y	N
---	---

- 20.1.3 Remind offenders of upcoming court dates.

Y	N
---	---

- 20.1.4 Notify offenders of warrants of outstanding fines and outstanding warrants arrest authorized.

Y	N
---	---

- 20.1.5 Any other activity that may be necessary to assist or trace offenders.

Y	N
---	---

- 20.2 take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by Matjhabeng Local Municipality.

Y	N
---	---

- 20.3 ensure that the Matjhabeng Local Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders.

Y	N
---	---

- 20.4 trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.

Y	N
---	---

- 20.5 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.

Y	N
---	---

- 20.6 utilise the confirmed particulars in the offender database in the first instance for the production of notices and summonses.

Y	N
---	---

- 20.7 ensure that the Tenderer system has the facility to produce reports detailing conflicts between the information captured and the information received from the Natis system.

Y	N
---	---

- 20.8 ensure that the Tenderer system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.

Y	N
---	---

- 20.8.1.1 provide reports to Matjhabeng Local Municipality giving details of vehicles using false number plates.

Y	N
---	---

21 WARRANT OF ARREST ADMINISTRATION AND ROADBLOCK SUPPORT

21.1 Central Warrant of Arrest Office:

The Tenderer shall:

- 21.1.1 establish and maintain a Central Warrant of Arrest Office at premises agreed to by the Municipality, where all warrants (not distributed for execution) are managed, administered and stored until finalized.

Y	N
---	---

21.1.2 allocate warrants of arrest to officers of the Municipality for execution.

Y	N
---	---

21.1.3 ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.

Y	N
---	---

21.1.4 ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the Tenderer system.

Y	N
---	---

21.1.5 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest.

Y	N
---	---

21.1.6 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.

Y	N
---	---

21.1.7 ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available and that the database of scanned documents is always maintained and synchronized with the corresponding data on the Tenderer system.

Y	N
---	---

22 OBLIGATIONS IN RESPECT OF INFRINGEMENTS AND OFFENCES ISSUED IN TERMS OF THE AARTO ACT

If the AARTO Act is implemented in Matjhabeng Local Municipality before, or during the term of this tender, the Tenderer shall have the following obligations:

22.1 In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Tenderer shall:

22.2 cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.

Y	N
---	---

- 22.3 establish with the assistance of the Municipality a secure network connection and interfaces to the Natis that will allow the Tenderer to perform AARTO-related transactions on the National Contraventions Register(NCR).

Y	N
---	---

- 22.4 devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the Tenderer's Natis users, network connections to the Natis, as well as printing and scanning devices to perform its AARTO obligations for the Municipality.

Y	N
---	---

- 22.5 ensure that all its staff who are utilized for AARTO are adequately trained to perform their functions and that those staff that are using the Natis system are, with the assistance of the Municipality, duly registered as Natis users with the correct authorizations and system profiles.

Y	N
---	---

- 22.6 upload all camera infringements and offences from the Tenderer's Local Contravention Management System (LCMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and thumbnails of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The Tenderer will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

Y	N
---	---

- 22.7 perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality :

Y	N
---	---

- 22.7.1 Managing Natis/NCR user administration of Tenderer user's.
- 22.7.2 Managing infringement notice books bulk orders on the NCR.
- 22.7.3 Capturing handwritten infringements (AARTO 01 and AARTO 32).
- 22.7.4 Capturing notices of summons to be issued for offences (AARTO 33).
- 22.7.5 Capturing unattended vehicle notices (AARTO 31).
- 22.7.6 Updating infringements on the NCR.
- 22.7.7 Uploading camera infringements on the NCR.
- 22.7.8 Uploading and scanning of all AARTO documents.
- 22.7.9 Querying infringements.
- 22.7.10 Reprinting infringement documents.
- 22.7.11 Receiving, recording and processing of AARTO elective options applications.
(Excluding over-the-counter transactions which will be done by the Municipality)
- 22.7.12 Recording offences and their outcomes on the NCR.

22.8 establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third party payment agents and for such payments to be validated and recorded on the NCR in real time.

Y	N
---	---

22.9 record unacceptable cheques/RD cheques on the NCR.

Y	N
---	---

22.10 manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:

Y	N
---	---

22.10.1 Where persons elect to be tried in court.

22.10.2 Where cases originate from offences.

22.10.3 Record offences on the NCR

22.10.4 Allocate courts and court dates.

22.10.5 Generate and prepare summonses.

22.10.6 Serve summonses through summons servers authorized by the Municipality.

22.10.7 Generate and prepare court rolls.

22.10.8 Update outcomes of court proceedings on NCR.

22.10.9 Record arrests.

22.11 print AARTO reports, management information and statistics for the Municipality.

Y	N
---	---

22.12 record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.

Y	N
---	---

22.13 procure from the Government Printer, or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper.

Y	N
---	---

22.14 keep a sufficient stock of AARTO stationery to always fulfil the requirements of the Municipality and make such stationery available to the Municipality as and when requested at no cost to the Municipality.

Y	N
---	---

22.15 enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO. This

Y	N
---	---

22.16 facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.

22.17 make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality .

Y	N
---	---

22.18 not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.

Y	N
---	---

22.19 in consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.

Y	N
---	---

22.20 adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced.

Y	N
---	---

23 TRANSITIONAL ISSUES

The Tenderer shall:

23.1 take responsibility for all new fines issued from date of commencement of the contract.

Y	N
---	---

23.2 commence preparatory work as soon as the contract is awarded, to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.

Y	N
---	---

23.3 submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover the following:

Y	N
---	---

23.3.1 continued use of the Tenderer system by the new service provider.

Y	N
---	---

23.3.2 costs involved for continued use of the Tenderer system.

Y	N
---	---

23.3.3 training and on-going support for the new service provider in the use of the Tenderer system.

Y	N
---	---

23.3.4 licensing of the Tenderer system software to the new service provider.

Y	N
---	---

23.3.5 arrangements for the possible transfer or leasing of hardware associated with the Tenderer system to the new service provider.

Y	N
---	---

23.3.6 arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc. to the new service provider.

Y	N
---	---

23.3.7 any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

Y	N
---	---

2.2: PRICING SCHEDULE

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

2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.

2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.

2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and will not be evaluated.

2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.2.8 Prices should be inclusive of VAT and all other costs to operate this service.

2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

PART 3

PART 3.1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO A TENDER FOR THE PROVISION OF A TURNKEY TRAFFIC LAW ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND SERVICES FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: RFP/01/2024-25

CLOSING DATE: 12 FEBRUARY 2025 (14:00)

DESCRIPTION: THE PROVISION OF A TURNKEY TRAFFIC LAW ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND SERVICES FOR A PERIOD OF THREE (3) YEARS

The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a Service Level Agreement (SLA)

BID DOCUMENTS SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED AT THE MUNICIPAL OFFICES:

Entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date.

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 5 days a week (Monday to Friday), from 07:30 to 16:00.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Mandatory Documents/Requirements
2. Capacity and Capability to execute the contract
3. Price and Preference Evaluation

NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

CONTACT PERSON

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

CELLPHONE NUMBER

FASCIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER

HAS VALID TAX CLEARANCE CERTIFICATE (TCC) BEEN ATTACHED (MBD2)?

YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)

YES/NO

SIGNATURE OF BIDDER.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE (R)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY : **Matjhabeng Local Municipality**

DEPARTMENT : **Supply Chain Management**

CONTACT PERSON : **Accountant: Bid Management – Mr. L Sebatane**

TEL NUMBER : **057 391 3911**

E-MAIL ADDRESS : **lesibos@matjhabeng.co.za**

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT : **Community Services and Public Safety**

CONTACT PERSON : **Director Comm Services & Public Safety: Adv. LS Williams Van Wyk**

TEL NUMBER : **063 680 0691**

E-MAIL ADDRESS : **lauretta.williams@matjhabeng.co.za**

PART 4

PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

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 Services (SARS) to meet the bidder's tax obligations.

- 2.1 In order to meet this requirement bidders are required to complete in full 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.
- 2.2 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.
- 2.3 The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Expired copies of the Tax Clearance Certificate(s) will not be accepted.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Certificate 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

PART 4.2: DECLARATION OF INTEREST

MBD4

1.	No bid will be accepted from persons in the service of the state.												
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegation of favouritism, should be resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declares their position in relation to the evaluating /adjudicating authority and /or take an oath declaring his/her interest.												
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.												
3.1	Full Name of bidder or his or her representative												
3.2	Identity Number												
3.3	Position occupied in the Company (director, shareholder etc.)												
3.4	Company Registration Number												
3.5	Tax Reference Number												

MSCM Regulations: "in the services of the state *means to be:-

- (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 municipal or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.6	VAT Registration Number			
3.7	Are you presently in the service of the state?		YES	NO
3.7.1	If so, furnish particulars:			

3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		
3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		
3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		
3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

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

Full Name	Identity Number	Personal Reference Number	Tax	State Number/ Number	Employee Persal

5. DECLARATION

I, the undersigned (name), certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
------------------	--	-------------	--

NAME OF SIGNATORY	
POSITION	
NAME OF COMPANY	

PART 4.3: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

MBD 5

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.

.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

.....

2.2 If yes, provide particulars:

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 If yes, furnish particulars.

.....

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**

4.1 If yes, furnish particulars.

.....

DECLARATION

I, the undersigned (name), certify that the information furnished under 4.3 above is correct.

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

SIGNATURE:

DATE:

NAME OF SIGNATORY	
POSITION	
NAME OF COMPANY	

PART 4.4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

MBD 6.1

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this bid is **80/20 or 90/10** preference point system. Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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 forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

PART 4.5: MUNICIPAL RATES AND TAXES

Names of Company	Physical residential address of the Company	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach Municipal Account

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART 4.6: AUTHORISED SIGNATORY

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors **MUST** establish their authority by attaching a copy of the relevant resolution of their Board of Directors, Members, or Partners duly signed and dated.

An **example** for a company is shown below:

"By resolution of the board of directors passed on _____ 20____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his/her capacity as: _____

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

PART 4.7: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector (Companies or persons by the National Treasury after the audi alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) (To access this Register enter the National Treasury's website, number (012) 326 5445).		
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?		
4.3.1	If so, furnish particulars:		
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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

CERTIFICATION

I, the undersigned (full name)certify that the information furnished on this declaration from 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

PART 4.8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD9

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)

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

I certify, on behalf of:

that: **(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (A) has been requested to submit a bid in response to this bid invitation;
 - (B) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (C) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

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

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

PART 5

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the Parts below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

PART 6

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/proposal specifications stipulated in Bid Number..... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax Clearance Certificate
 - Proof of banking
 - Municipal rates and taxes
 - Registration documents
 - Pricing schedule(s)
 - Filled in task directive/ proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (Specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 authorized 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)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/ or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 days after receipt of an invoice.

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

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

SIGNED AT..... ON.....

NAME (PRINT).....

WITNESS

1.

2.....

DATE:

SIGNATURE & MUNSTAMP.....

JOINT VENTURE AGREEMENT

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____ (Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Matjhabeng Local Municipality in respect of the following:

RFP/01/2024-25: THE PROVISION OF A TURNKEY TRAFFIC LAW ENFORCEMENT SYSTEM, INCLUDING CAMERA EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED EQUIPMENT AND SERVICES FOR A PERIOD OF THREE (3) YEARS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the **Joint Venture**).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows:

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Matjhabeng Local Municipality in respect of the project described above under item 1.
4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Matjhabeng Local Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSURY TO BE COMPLETED** IN CASE OF JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NUMBER	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
Name of Joint Venture				
Names of Each Enterprise:				

(1) Name and Address of Enterprise:	
2) Name and Address of Enterprise:	
3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	YES <input type="text"/> NO <input type="text"/>
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO <u>WILL</u> RESULT IN BID BEING DISQUALIFIED)			
<u>No</u>	<u>Description</u>	<u>Yes/No OR N/A</u>	<u>File Splitter Name/Number (i.e. reference in the file)</u>
1	Certificate of authority for signatory with Company Letterhead.		
2.	Joint Venture (JV) Agreement/Disclosure (if applicable).		
3.	Certified copy(s) of Company/CC/Trust/Partnership Registration Certificate(s).		
4.	Municipal Account of the Company which is not more than three (3) months in arrears/Lease Agreement of the Company with proof that the rental includes their municipal rates and taxes or municipal charges.		
5.	Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted.		
6.	A letter of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA).		
7.	If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years.		
8.	Time and Frequency Calibration Laboratory Certificate in terms of Section 22 (b) of the Accreditation for Confirmatory Assessment, Calibration Good Laboratory Act of 2006 (must attach original/certified copy of ISO 17025: 2017 Certificate, registered in the name of the bidder).		
9.	Product Test Certificate issued for Road Traffic Law Enforcement System (SANS 1795 Certificate) of the machine which will be supplied (must attach original/certified copy of the Traffic Law Enforcement System i.e. SANS 1795 as proof.		
10.	MBD 1 – Is the form duly completed and signed?		Page 58
	MBD 2 – Tax clearance certificate requirements		Page 61
	MBD 4 – Is the form duly completed?		Page 62
	MBD 5 – Declaration for Procurement Above R10 Million		Page 65
	MBD 6.1 – Is the form duly completed and signed?		Page 66
	MBD 8 – Is the form duly completed and signed?		Page 72
	MBD 9 – Is the form duly completed and signed?		Page 74
	Declaration - Is the form duly completed and signed?		Page 76
	Contract form - Is the form duly completed and signed?		Page 79
11.	COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.		MUST COMPLY

[illegible][illegible]

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)

[illegible]

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO WILL RESULT IN BID BEING DISQUALIFIED)

[illegible]

I, confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....
Signature

.....
Date

