

BID DOCUMENT

BID NO: B25/2024-25

**PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED
TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS**



CLOSING DATE: 14 APRIL 2025

NAME OF BIDDER:	
PHYSICAL ADDRESS:	
TELEPHONE NO:	
E-MAIL ADDRESS:	
TOTAL BID AMOUNT:	

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BID NOTICE / INVITATION TO BID
Bid Number: B25/2024-25

Bids are hereby invited for **B25/2024 – 25 - PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS**, subject to Council's Supply Chain Management Policy.

Bid documents will be available from the office of the Supply Chain Management Office, Room 12, 64 Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from **31 March 2025**.

A non-refundable document fee of R 500.00 payable in cash or by bank guaranteed cheque made out in favor of the Endumeni Municipality is required on collection of the Bid documents.

Bid documents can be downloaded free of charge from the municipal website on www.endumeni.gov.za and National Treasury e-tender portal on www.etenders.gov.za


Bidders are to note that non-compulsory clarification meeting/ information session will take place on: 07 April 2025 at 10H00 via Microsoft Teams via the link below:

[Join the meeting now](#)

Technical enquiries: Mr. N. Mzimela Telephone No.:034 212 2121 / Ext 2323

Bids will be adjudicated in terms of the applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using specific goals. The bids will remain valid for 90 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed “**BID NUMBER: B25/ 2024 – 25 PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS**” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00** on **14 April 2025**.


Mr. S NTOMBELA
Municipal Manager
Endumeni Municipality
64Victoria Street
Private Bag X 2024,
Dundee
3000.

Notice No:41/2025

Date: 28/03/2025

SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
3. Sealed bids clearly marked **"BID NO: B25/2024-25 – PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS"** must be placed in the tender box situated in the foyer of the Civic Centre, 64 Victoria Street, Dundee, not later than **14:00 on – 14 April 2025**.
4. Bids must remain valid for a period of 90 days from closing date for submission of bids.
5. Bids shall be adjudicated in terms of the Supply Chain Management Policy of Endumeni Municipality.
6. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
7. Bidders must initial every page of the document.
8. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
9. No bid shall be considered, unless it is submitted on the attached bidding documents.
10. Failure to complete the forms in every aspect as requested may invalidate the bid.
11. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
12. All prices must be in South African currency.
13. **Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.**
14. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.

LIST OF RETURNABLE DOCUMENTS

- **Company registration certificate**
- **Valid SARS Tax PIN**
- **Originally Certified ID Copies of members/ directors not older than 3 months**
- **Company statement of Municipal rates not older than 3 months and not owing longer than 90 days or Lease Agreement.**
- **Copy of Central Suppliers Database Detailed Report**
- **Joint Venture Agreement (where applicable)**
- **Detailed Project Plan**

Failure to submit the above documents and submission of certified copies older than 3 months will lead to automatic disqualification.

GENERAL CONDITIONS OF CONTRACT

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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 into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.

- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 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.
- 1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipal 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, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 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 prescripts 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 have certified that the tax matters of the preferred bidder are in order.
- 32.4 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

- 34.1.1 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.

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SPECIFICATIONS

PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION / BACKGROUND

Endumeni Municipality calls for the submission of bid proposals for. The appointment of a service provider for the, provision, commissioning, support, and maintenance of an advanced traffic contravention management system for a period of three years.

The system must also include an Accident and Vehicle impoundment module.

Endumeni Municipality intends to appoint an experienced service provider for the supply, delivery, installation, implementation, training and maintenance of a Traffic Contravention Management System as well as for the provision of a complete revenue enhancement administrative service for the management, administration and finalization of handwritten Section 341, Section 54, Section 56 traffic law enforcement notices as well as for camera law enforcement notices Section 341.

All directives from the National Director of Public Prosecutions shall be obeyed.

2. SCOPE

2.1 A provision of a back office administrative services must be provided as a packaged service to Endumeni Municipality including the upload of images from current Municipal Speed law enforcement cameras.

2.3 The Traffic Contravention Management System must provide an interface facility which will accommodate the uploading of camera images from any of the camera suppliers which are SABS approved;

3. GENERAL

3.1. Non-Compulsory clarification meeting/ information session

A non-compulsory clarification meeting/ information session will take place on: 07 April 2025 at 10H00 via Microsoft Teams via the link below:

[Join the meeting now](#)

3.2. Delivery address

The place of delivery, installation and/or commissioning will be at Endumeni Municipality at the below address:

64 Victoria Street
Dundee
3000

3.3. Escalation

Escalation is allowed to a maximum of 7% per annum on the anniversary of the contract

4. TECHNICAL REQUIREMENTS

4.1. The following general technical requirements apply:

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM - STATEMENT OF COMPLIANCE				
1.1.	Multiusers Traffic Contravention System to be installed on a server provided by the Municipality.			
1.2.	Must be able to run single sign on as per auditor general requirements.			
1.3.	The application must be mSCOA, compliant and integrate seamlessly into the Financial Management System.			
1.4.	Provide technology for remote pay points and court administration;			
1.5.	Must be able to Indicate user captured transactions			
1.6.	Interface for the uploading of camera offences from any type of TCSP approved digital cameras;			
1.7.	Maintaining a database of camera offence images for enquiry and court evidence			
1.8.	Interface to e-NaTIS and/or alternative databases for obtaining offender name and address details;			
1.9.	Printing of notices for camera offence in terms of Section 341 of the Criminal Procedures Act 51 of 1977. Each camera notice must have the camera offence image included on the notice mailer;			
1.10.	Generating and printing of summonses in terms of Section 54 of the Criminal Procedures Act 51 of 1977 as well as allocation of summons and server management;			
1.11.	Online Cashier facilities and interfaces for verified payments with electronic payment service providers ea. EasyPay, Banks & SA Post Office, etc;			
1.12.	Court related documentation and Criminal Case Registers			
1.13.	Admission of Guilt and Spot Fine Register, Warrant of Arrest and related register			
1.14.	Roadblock assistance software — offline and/or on-line			
1.15.	Comprehensive Management Reporting and Graphs;			
1.16.	Service level agreement for user support helpdesk, training, support and system maintenance and new releases;			
1.17.	Maintenance of updates of electronic charge sheets;			
1.18.	Tracing of offenders and call centre support functionality;			
1.19.	Track record of successful installations.			
1.20.	Provide Pound Management System			
1.21.	Accident Management System to record accidents			
1.22.	View Fines Website to assist the public with the viewing of their fines and to increase fine payment rates			
1.23.	Call centre functionality to increase fine payment rates			

The following technical requirements apply for the **Traffic Contravention Management System**:

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
1.	IMPLEMENTATION			
1.1	System Functions			
	User setup & Password			
	Each user has his or her unique username and password. Enter the username, as per user naming convention policy and password. Choose the user role to be assigned to this user, for example, Administrator, Cashier, Data Capture.			
	Every 30 day's users will be forced to change their passwords. A reminder will start showing 5 days before the 30th day. Should the user not change his/her password before the 30 th day, the system will lock out the user and a system administrator will need to reset the password.			
	The password must at least have 8 or more characters and must have one upper case character, one lower case character, and a numeric digit.			
	If a user entered his/her password incorrectly for 3 consecutive times, the system will lock out the user and the system administrator must reset the user's password.			
	A system report is available to print from the system listing the users and whether they are active or not.			
	A system list of setup roles is available to be printed from the system.			
	An audit report is available for printing regarding changes on user roles. which user made the change to which user account, date and time.			
	An audit report is available for printing regarding user-failed login attempts.			
1.2.	Deleting usernames when staff member resigned			
	Usernames of staff that resigned should not be deleted from system: A user code is linked to each processes / action performed on the system and kept on the system for statistical purposes			
1.3.	Role ID Name Description			
	Development Developing. Speed 56 Speed 56 Capture Administrator System Administration MIS Dashboards view all dashboards MIS Reports view all reports Cashier Payments Data Capturer Supervisor Balancing Supervisor Reports Capturer user 56 Verification Officer Cashier Supervisor Role name KMK Senior Clerk			
1.4.	User Role Management			
	Although a few basic user roles have already been defined, as listed below, it is important to note that the user role permissions are entirely flexible, and any number of roles can be created with different roles assigned to each.			
1.5.	Administrator Role			
	An Administrator role can perform all functions on the TCM application.			
2	FUNCTIONS			

2.1.	Allocations			
	Allocation Function Document Allocation Payment Generation Document De-Allocation Document Re-Allocation Allocation Reports Server Cover Report Server Payment Report			
2.2.	Camera Adjudication			
	Camera Image Upload All different camera types Image Validation Image Verification Image Enquiry			
2.3.	Notice Capturing			
	Section 56 Section 341 Section 54 Weighbridge Sect 56 First Information of crime Suspended Vehicles Marked Registrations Change 341 Name and address Change Offender detail			
2.4.	Representations			
	Register Representation Representation Results Present a Document Representation Letters Custom Letter			
2.5.	Court			
	Court date set up Case Result Case Result Reversal Manual Case No Capture Court Case CSV Export			
2.6.	eNaTIS			
	Generate eNatis request Upload eNatis response			
2.7.	Camera Notices			
	Import Camera File Generate Camera Notices Print Camera Mailers			
2.8.	Summons			
	Print Notice before Summons Generate Section 54 Summons Print Section 54 Summons Return of Services Server Postal Codes Section 341 to Summons Export Assign Untraceable to Batch Summonses			
2.9.	Warrant of Arrest			
	Manual Warrant Capture Notice of Warrant Return of Warrant Warrant Availability Warrant Signed Print Warrants Maintain Bench Warrants Delete Warrant Execution Maintain Warrant Number			
2.10.	Roadblock			
	LALFOTCS Extract Mobile Device File Export			
2.11.	Enquiries			

	Enquiries Display ID Listing			
2.12.	Payments			
	Traffic Payments Non-Traffic Payments Maintain Payment Details Traffic Payment Cancellation EasyPay Import Reprint Receipts Print Receipt Totals Import Payments Cancel Non-Traffic Payments Maintain Non-Traffic Payments Import Roadblock Receipts Partial Traffic Payments Cancel Partial Traffic Payments Bulk Payments			
2.13.	Payments Reports			
	Spot Fine Register Admission of Guilt Register Payment History Report Case Result Payment Report Warrant of Arrest Payment Report Traffic Payments Report Cancelled Non-Traffic Payments Report Cancelled Traffic Payments Report Cashier Cash-up Report Combined Payments Report Contempt of Court Payments Report Non-Traffic Payments Report Payment Channels Report Unequal Payments Report Payments by Vote Report Payments by Payment Date Report Partial Traffic Payments Report Cancelled Partial Traffic Payments Report			
2.14.	Registers			
2.14.1	Control Registers			
	Section 56 Control Register Section 54 Control Register Annexure Control Register			
2.14.2	Court Registers			
	Section 56 Court Register Section 54 Court Register FIC Court Register Annexures by Court Register Annexures by Notice Number Annexures by Charge Code Court Register Labels Proforma Court Register Court Charge Sheets			
2.14.3	Warrant of Arrest Registers			
	Generate WOA Register Proforma Warrant Register			
2.14.4	Supervisor Registers			
	Deleted Notices Register			
2.14.5	Traffic Point Export			
2.14.6	mSCOA Export			
2.15.	Static Data Management			
	Admin Centre Codes Data Code Groups Postal Codes Codes Local Authority Setup Local Authority Rules			

	Local Authority Address Series Data Court Data Setup Court Detail Court Room Court Address Court Fines Copy Court Fines Offence Data Offence Word Offence Master Offence Category Officers Data Officer Officers Group Cameras Data Camera Groups Police Station Data Court Police Station Police Stations Locations Data Contractor Data Vote Data Speed Matrix Data Road Type Data Server Details			
2.16.	Tools			
	System Administration Cancel a Document Delete Notice Maintain a Notice System Functions User Roles Menus Data User Role Permissions Users Reversals Court Register Reversal Warrant Register Reversal AOG Register Reversal Summons Generate Reversal			
2.17.	User Setting			
	Change Password			
2.18.	Officer Books			
	Capture Notice Books Allocate Notice Books to Centre Receive Notice Books at Centre Notice Books Register Return Notice Book Re-Issue Notice Book Notice Book Requisition Notice Books Parameters			
2.19.	Reports			
2.19.1	MIS Reports			
	Analysis Report 1 Analysis Report 2 Monthly Breakdown Analysis Report Monthly Breakdown Ageing by Number Monthly Breakdown Ageing by Value Location Summary Statistic Report Notice Status Report MIS Snapshot and CSV Export			
2.19.2	User Reports			
	User Roles Report User Audit Report User Login Report User Role Audit Report User Password Reset Report			

	User Activity Report User Failed Attempts			
2.19.3	Warrant Reports			
	Outstanding Warrants Detailed Report Snapshot of Warrants Report Warrant of Arrest Execution Summary Bench Warrant of Arrest Report			
2.19.4	Daily Reports			
	Section 341 Daily Report Section 56 Daily Report Suspended Vehicles Daily Report First Information of Crime Daily Report Daily Representation Register Daily Representation Register by Value Presentation of Documents Daily List Case Result Daily Register Daily Return of WOA Execution Register Cancel a Document Register Return of Service Daily Register No Representation Result Yet Register No Representation Result Input List Manual Warrant of Arrest Daily Capture Notices by Offence Date Capture Notices by Capture Date Maintain Notice Audit Report Notice Data Export			
2.19.5	Portal Reports			
	Notice Capture Report eNatis Response Audit Court Dates Report Habitual Offender Report Summons Section 341 Postal Code Summary Notice Book Missing Notices Report Officer Stats by Offence Offences Charge Code Statistics Summary Charge Code Report Court Case Result Report Guilty Case Results Report No Case Result Report Payments by Court Date / Court Code			
2.19.6	Camera Reports			
	CAM User Activity Report CAM Uploaded Images by Officer CAM Uploaded Images by Location CAM Uploaded Images by Camera CAM Officer Productivity CAM Image Rejections CAM Batch Pending Validation CAM Batch Pending Verification			
2.19.7	Monthly Reports			
	Statistics Per Charge Code Officer Stats by Offence - Detail Statistics Per Location Code Statistics Per Charge Category Notice by Vehicle Type Report Section 56 Un-finalized Cases Withdrawn and Reduced Representation Results Officer Performance by Category Original Capture Date Report			
2.20.	Housekeeping			
	Notice Batch Withdraw Summons Batch Withdraw Section 56 Summons Batch Withdraw Section 341 Warrant of Arrest Batch Execution No Offender Detail Batch Withdraw			
2.21.	Document Scanning			
	Upload Documents Index Documents			

	Search Documents			
3	ROADBLOCK & ANPR MODULE			
	<p>The Roadblock module allows for the extraction of outstanding Section 341 handwritten, Section 341 cameras, Section 56 summonses and Warrants of Arrest to create an offline database on a workstation for notice enquiries at roadblocks to trace offenders.</p> <p>An extract program is executed to create a file that contains data relating to all outstanding notices, depending on the parameters set when generating. The extract file created is copied or transferred to workstations used on the ANPR vehicle at roadblocks.</p> <p>Manual enquiries on outstanding notices are executed on the ANPR roadblock Trailer at any location outside the office. The offline database can also be used to generate new summonses for outstanding section 341 notices and to serve the summons on the offender by Traffic Officers while the offender is present at the roadblock.</p> <p>Together with this manual enquiry, new technology is used to automatically track vehicles by scanning the registration number plates of vehicles. (ANPR = Automatic Number Plate Recognition). A video camera, an ANPR camera, scans the registration number plate of an oncoming vehicle. The registration number is then fed into a workstation connected to the camera. Software "reads" the registration number and compares it against a database of outstanding fines, summonses and warrants of arrest. When a match is found, the workstation screen indicates to the operator that the number plate of a particular vehicle has registered positively. The vehicle is then stopped by a traffic officer. All of this happens within a matter of seconds. Depending on the nature of the offence, the motorist is requested to pay any outstanding notice. In the case of a warrant of arrest the motorist has the option of paying the fine amount as well as the contempt of court amount. If the offender cannot pay, he or she is arrested to appear in court.</p>			
	Export Roadblock Files Manual Search Roadblock Cashier Module Roadblock End-of-Day Report			
	Roadblock operation			
	<p>Data is loaded onto the roadblock trailer equipment for use on the roadblock</p> <p>Traffic Department staff makes the decision on the location of the roadblock. TCS is informed and departs to the location</p> <p>On arrival the roadblock vehicle is supplied with power by connecting to the portable generator</p> <p>Work stations are powered up and prepared for use (ANPR camera, enquiries and cashier)</p> <p>Using traffic cones, the road is demarcated forcing traffic into one lane to enable the ANPR camera to scan registration number plates</p> <p>Speed humps are placed in position</p> <p>Road signs are placed in position warning motorists that they are approaching a roadblock and have to slow down</p> <p>Officers are alerted that the roadblock is to commence</p> <p>Number plate registration is called out by the operator</p> <p>Vehicles are stopped by traffic officers</p> <p>Offenders are informed about outstanding notices or warrants of arrest</p> <p>Offenders pay fines at the on-board cashier</p> <p>A senior traffic officer on duty at the roadblock announces the closure of the roadblock</p>			
4	Offender Tracking & Tracing			

5. SPECIFIC SOLUTION REQUIREMENTS AND CRITERIA

The service provider must give a detailed description of their approach in addressing the following specific areas:

- The steps that will be followed to improve the payment finalization rate of offences.
- The approach to finalization of the backlog of outstanding offences in light of the DPP guidelines.
- Describe how the public will be assisted to access offence detail.
- What offence payment options are made available?
- An explanation of the approach to summons serving and actions to overcome untraceable offenders.
- What steps are taken to combat the inaccuracy in registered owner details received from e-NaTIS.
- Explain the assistance and processes that will be offered in the administration and Warrant of Arrest execution process.
- The service provider is requested to provide a proposed strategy and rollout plan which incorporates the local operational offices and magistrate courts.
- Software Application:
- The service provider must provide a functional description of the software solution which will be used.

Distribution of responsibilities:

The service provider will perform its duties under the supervision of the Senior Manager Traffic. The processes and procedures that will be followed will be integrated with the law enforcement processes of the Endumeni Municipality Prescriptions and guidelines from Department of Justice must be adhered to at all times. In order to achieve a complete administration process, the service provider is requested to provide a detailed description of the distribution of functions and obligations performed by the department and by the service provider.

Risk and Public liability:

It will be an obligation of the service provider to ensure data integrity and the accurate performance of the law enforcement processes. The service provider is requested to explain what steps are taken to prevent inaccuracies and how the department will be protected against public liability claim

AARTO:

The service provider is requested to provide what provision has been made to accommodate the implementation of AARTO.

Phase in and phase out implementation approach:

- The service provider will explain how it will phase in their own offence image processing system without the loss of offences as well as how the public and the courts will continue to gain access to legacy offence and image details captured prior to the award of the contract.

6. INFORMATION TO BE PROVIDED BY THE BIDDER

- 6.5. Completed schedules included in tender document

- 6.6. Bidder to provide a minimum of three reference letters on previous successful Implementation of an advanced traffic contravention management system

7. PRICING

- 7.5. The successful bidder should be able to provide a detailed breakdown of rates.
- 7.6. The Tendered Price must Include VAT. If the bidder is not a registered VAT vendor, it must be indicated as such on the Pricing Schedule.

PLEASE NOTE: The abovementioned quantities are based on historical data; it only serves as indication of possible future requirements and must not be regarded as the actual quantities.

8. THIRD PARTY MANAGEMENT

- 8.1. The appointed bidder will be fully responsible for any third party they may require implementing the solution fully to the municipality.
- 8.2. Appointment of the third party should not under no circumstances compromise the delivery of services and the bidder will bear the penalties resulting from the non-delivery of service by its third party.
- 8.3. The bidder will be responsible for the payment arrangement with its third-party implementers and the municipality will not make any direct payments to any party not directly appointed by the municipality for this bid.

9. SUMMARY OF CURRENT ENVIROMENT

- 9.1. The municipality is looking to accommodate up-to 5 users (including system administrators).
- 9.2. There are three (3) remote sites connecting to the main server at the head-office where the physical server is located.
- 9.3. The municipality will provide the server hardware platform where the system will be hosted.
- 9.4. The application will be installed on 5 municipal devices which are currently on Windows 10 and 11.

10. ADDITIONAL REQUIREMENTS

○ TRAINING

- The scope and cost of the training for the staff of the Endumeni Local Municipality shall form part of the bid.
- A full training schedule indicating what type and level of training shall be provided must be submitted.
- The Endumeni Local Municipality staff must be fully trained and proficient before the system is finally handed over.
- The training shall include, but not limited to:
 - Full system administration
 - Full system normal user training
 - Annual refresher training for the duration of the contract (annually).

○ **SUPPORT AND MAINTENANCE**

- The successful bidder will be required to provide support and maintenance for any queries the municipality may have regarding the provided solution for the duration of the contract. This refers to all modules and applications provided with the solution.
- The successful bidder will be required to provide technical maintenance of the system and ensure that the system is working efficiently throughout the duration of the contract.

11. PRICING

- 11.1. Endumeni Municipality requires that the costs of providing and maintaining the solution be covered in a detailed pricing schedule for the full implementation of the project. This pricing

12. BIDDER FUNCTIONALITY TEST

The functionality calculation will be done based on the defined criteria and weighting thereof as stated below, a bidder who scores less than 70 points will not proceed to the next stage of evaluation.

Quality criteria	Maximum number of points
Company Experience	20
Project Manager Experience	30
Proposal and Methodology	50
Maximum possible score for functionality (M_s)	100

Functionality criteria broken down into sub criteria's:

Functional Area	Criteria	Quantity	Proof	Max Score 100
Company Experience with respect to assignments of the same nature for organs of state	Traceable reference letters from clients. (organizing the same or similar event)	> Appointment letters =20 3-4Appointment letters =15 2- Appointment letter =10 1 Appointment letter =5	Appointment letters	20
Experience of the project manager with respect to assignment of the same nature for organ of the state	CV showing the experience of the project manager.	>7 Experience = 30 4- 6 years' experience = 20 1-3 years' experience = 10 No Experience = 0	Certified copy of qualification.	30

Methodology, approach and Plan	Clear understanding of the scope of work and steps required to ensure delivery of the final product	Tenderer demonstrates a complete understanding of the assignment. Processes and steps are clearly and outlining the Methodology and plan clearly indicating understanding of the terms of reference articulated – 50 Points	A detailed written plan	50
		Tenderer demonstrates a fair understanding of the assignment. Processes and steps are reasonably well-articulated – 30 Points		
		Tenderer demonstrates a limited understanding of the assignment. Processes and steps are not well-articulated – 20 Points		
		Non-submission – 0		
TOTAL POINTS				100 points

A Tender scoring below **70 points** in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.

ENDUMENI MUNICIPALITY

INVITATION TO BID - MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B25//2024-25	CLOSING DATE:	14 APRIL 2025	CLOSING TIME:	14H00
DESCRIPTION	PROVISION, COMMISSIONING, SUPPORT, AND MAINTENANCE OF AN ADVANCED TRAFFIC CONTRAVENTION SYSTEM FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

ENDUMENI MUNICIPALITY					
CIVIC CENTRE					
64 VICTORIA STREET					
DUNDEE					
3000					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		CONTACT PERSON	Mr N. Mzimela	
CONTACT PERSON	Ms P. Mngomezulu		TELEPHONE NUMBER	034 212 2121- Ext 2323	
TELEPHONE NUMBER	034-4925042		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	mzimelan@endumeni.gov.za	
E-MAIL ADDRESS	mngomezulup@endumeni.gov.za				

**ENDUMENI MUNICIPALITY
INVITATION TO BID
PART B
TERMS AND CONDITIONS FOR BIDDING**

10. BID SUBMISSION:

- a. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- b. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- c. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

11. TAX COMPLIANCE REQUIREMENTS

- (a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- (b) BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- (c) APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- (d) FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- (e) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (f) IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (g) WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

12. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- a. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- b. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- c. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- d. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- e. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number: **B25/2024-25**

Closing Time: **14H00**

Closing Date: **14 April 2025**

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

Quantity	Description	Total	VAT.	Price Including Vat
1	Traffic Contravention System License Fee Year 1			
1	Traffic Contravention System License Fee Year 2			
1	Traffic Contravention System License Fee Year 3			
1	Training fees			
		TOTAL PRICE		

Required by:

- At:

- Does offer comply with specification? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery
*Delivery: Firm/not firm

Delivery basis (all delivery costs must be included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

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

- a member of –
- any municipal council;
- any provincial legislature; or
- the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or
- an employee of Parliament or a provincial legislature.

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

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

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

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

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

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

2. GENERAL CONDITIONS

- a. The following preference point systems are applicable to invitations to tender:
 1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- b. **To be completed by the organ of state**
 1. The applicable preference point system for this tender is the 80/20 preference point system.
 2. The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
 - c. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - Price; and
 - Specific Goals.
- d. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- e. 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.

- f. 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.

3. DEFINITIONS

- “**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;
- “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “**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
- “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

▪ 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

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

❖ 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

▪ **POINTS AWARDED FOR SPECIFIC GOALS**

- 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:
- 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—
 - 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
 - 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Bidder has offices within KZN (Proof of address or Utility bill of the company or Valid Lease agreement to be attached to get Specific Goals points)	20	
Locality (Bidder has offices within South Africa but outside KZN (Proof of address or Utility bill of the company or Valid Lease agreement to be attached to get Specific Goals points)	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm.....
- Company registration number:
- 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]
- 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:
 - 2.1 The information furnished is true and correct;
 - 2.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - 2.3 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;
 - 2.4 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 –
 - 1.1. disqualify the person from the tendering process;
 - 1.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 1.3. 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;
 - 1.4. 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
 - 1.5. forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....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 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

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

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

1. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

2. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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

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

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

- 5 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